



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: August 15, 2007

Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658
- b) Actual Litigation: Government Code §54956.9(a); One Case; People of the State of California; and the City of Lodi, California v. M & P Investments, et al., United States District Court, Eastern District of California, Case No. CIV-S-00-2441 FCD JFM

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Invocation – Pastor Alan Kimber, First United Methodist Church

C. Pledge of Allegiance

D. Presentations

- D-1 Awards – None
- D-2 Proclamations – None
- D-3 Presentations – None

E. Consent Calendar (Reading; Comments by the Public; Council Action)

- E-1 Receive Register of Claims in the Amount of \$7,500,105.48 (FIN)
- E-2 Approve Minutes (CLK)
 - a) July 18, 2007 (Regular Meeting)
 - b) July 24, 2007 (Special Joint Shirtsleeve Session w/Lodi Budget/Finance Committee)
 - c) July 31, 2007 (Shirtsleeve Session)
 - d) August 1, 2007 (Regular Meeting)
 - e) August 3, 2007 (Special Meeting)
 - f) August 7, 2007 (Shirtsleeve Session)
- E-3 Receive Quarterly Report of Purchases between \$5,000 and \$20,000 (FIN)

Res. E-4 Adopt Resolution Authorizing the Purchase and Installation of an ASTRO P25 UHF Voted Repeater Radio System from Motorola and Delta Wireless & Network Solutions to Replace the Lodi Police Department's Existing Primary Communication Channel (\$86,860) (PD)

- Res. E-5 Adopt Resolution Awarding the Contract for Security Services at the Lodi Station and Lodi Station Parking Structure to Securitas Security Services USA, Inc., of Fresno (Estimated Three-Year Cost: \$255,000), and Authorizing the City Manager to Negotiate Two-Year Extension (PW)
- Res. E-6 Adopt Resolution Authorizing Purchase of Process Chemical Sodium Hydroxide for White Slough Water Pollution Control Facility from Basic Chemical Solutions, of Sante Fe Springs (\$55,500), and Authorizing the City Manager to Approve Additional Purchases (PW)
- Res. E-7 Adopt Resolution Awarding Professional Services Agreement for City of Lodi Short Range Transit Plan 2007-2017 to Nelson/Nygaard Consulting Associates, of San Francisco, and Appropriating Funds (\$57,000) (PW)
- E-8 Authorize the City Manager to Execute Renewal and Amendment to Service Agreement Contract with the San Joaquin County Sheriff's Office for Community Corps for the Period of August 1, 2007 through June 30, 2008 (PR)
- E-9 Authorize the Treasurer to Enter into Agreement with Farmers and Merchants Bank of Central California for the Issuance of a City Credit Card for Community Center Director James Rodems and Interim Parks and Recreation Director Steve Dutra (FIN)
- E-10 Approve Addendum to State of California Purchase Card Program (FIN)
- Res. E-11 Adopt Resolution Approving Pedestrian Safety Improvements on Century Boulevard at Dartmoor Circle with Funds Provided by Lodi Unified School District for the Benefit of Tokay High School (PW)
- Res. E-12 Adopt Resolution Approving Pedestrian Crossing on Woodhaven Lane at Inglewood Drive with Funds Provided by Lodi Unified School District for the Benefit of Woodbridge Elementary School (PW)
- E-13 Authorize City Manager to Participate in Discussions on the Formation of the Central Valley Resources Agency (PW)
- E-14 Set Public Hearing for September 5, 2007, to Introduce Ordinance Amending Chapter 13.20, "Electrical Service," by Amending Section 13.20.210, Schedule EM (Mobile Home Park Service), to Become Effective November 1, 2007 (EUD)

F. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

G. Comments by the City Council Members on Non-Agenda Items

H. Comments by the City Manager on Non-Agenda Items

I. Public Hearings – None

J. Communications

J-1 Claims Filed Against the City of Lodi – None

J-2 Appointments

- a) Appointment of Alternate to the San Joaquin County Solid Waste Management Task Force (CLK)
- b) Post for One Vacancy and Re-Post for Two Vacancies on the Lodi Arts Commission (CLK)

J-3 Miscellaneous

- a) Monthly Protocol Account Report (CLK)

K. Regular Calendar

- K-1 Receive Results of the 2007 Lodi Citizen Survey (CM)
- K-2 Approve Staff Recommendation for Preferred Site Selection for the Lodi Surface Water Treatment Facilities (PW)
- Res. K-3 Adopt Resolution Accepting the Estimates of Value and Authorizing the Sale of City-Owned Property (FD)
- Res. K-4 Adopt Resolution Authorizing the City Manager to Issue a Request for Proposals for Brokerage Services to Sell Surplus City-Owned Real Estate Properties (EUD)
- Res. K-5 Adopt Resolution Authorizing the City Manager to Execute a Contract with Moore, Iacofano, & Goltsman Inc. to Prepare Guidelines for Transit Oriented Development (CD)
- K-6 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$140,263.96) (CA)

L. Ordinances – None

M. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims Dated July 19, and July 26, 2007 in the Total Amount of \$7,500,105.48

MEETING DATE: August 15, 2007

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$7,500,105.48.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$7,500,105.48 dated 7/19/07, and 7/26/07. Also attached is Payroll in the amount of \$1,233,636.34.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

Accounts Payable
Council Report

Page - 1
Date - 08/01/07
Amount

As of Thursday	Fund	Name	Amount
07/19/07	00100	General Fund	486,806.19
	00120	Vehicle Replacement Fund	12,219.09
	00160	Electric Utility Fund	34,822.27
	00161	Utility Outlay Reserve Fund	614.08
	00164	Public Benefits Fund	9,069.22
	00170	Waste Water Utility Fund	6,082.13
	00172	Waste Water Capital Reserve	406,457.52
	00180	Water Utility Fund	5,102.88
	00182	IMF Water Facilities	21,263.72
	00210	Library Fund	11,473.42
	00234	Local Law Enforce Block Grant	179.38
	00235	LPD-Public Safety Prog AB 1913	5,848.07
	00260	Internal Service/Equip Maint	28,367.13
	00270	Employee Benefits	14,945.86
	00300	General Liabilities	1,674.30
	00310	Worker's Comp Insurance	321,865.96
	00321	Gas Tax	8,898.54
	00329	TDA - Streets	900.45
	00340	Comm Dev Special Rev Fund	2,119.65
	00550	SJC Facilities Fees-Future Dev	119,996.04
	01211	Capital Outlay/General Fund	562.50
	01212	Parks & Rec Capital	367.15
	01250	Dial-a-Ride/Transportation	142,476.55
	01410	Expendable Trust	2,089.52
Sum			1,644,201.62
	00184	Water PCE-TCE-Settlements	5,570.83
	00190	Central Plume	4,644.18
	00194	South Central Western Plume	7,624.17
Sum			17,839.18
Total for Week			
Sum			1,662,040.80

		Accounts Payable	Page	-	1
		Council Report	Date	-	08/01/07
As of	Fund	Name		Amount	
		Thursday			
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07/26/07	00100	General Fund		666,863.94	
	00123	Info Systems Replacement Fund		201.98	
	00160	Electric Utility Fund		4,121,952.13	
	00161	Utility Outlay Reserve Fund		3.77	
	00164	Public Benefits Fund		492.25	
	00170	Waste Water Utility Fund		4,374.38	
	00171	Waste Wtr Util-Capital Outlay		255.00	
	00172	Waste Water Capital Reserve		47,182.74	
	00180	Water Utility Fund		3,456.36	
	00210	Library Fund		1,777.13	
	00260	Internal Service/Equip Maint		3,002.17	
	00270	Employee Benefits		4,622.35	
	00321	Gas Tax		5,234.03	
	00325	Measure K Funds		287,457.30	
	00335	State-Streets		241,660.39	
	00340	Comm Dev Special Rev Fund		7,400.04	
	01211	Capital Outlay/General Fund		710.34	
	01212	Parks & Rec Capital		15,062.58	
	01218	IMF General Facilities-Adm		550.00	
	01241	LTF-Pedestrian/Bike		1,977.42	
	01250	Dial-a-Ride/Transportation		47,176.58	
	01410	Expendable Trust		3,716.00	

Sum				5,465,128.88	
	00184	Water PCE-TCE-Settlements		370,969.04	
	00190	Central Plume		1,966.76	

Sum				372,935.80	

		Total for Week			
Sum				5,838,064.68	

Council Report for Payroll

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Date

- 08/03/07

Payroll	Pay Per Date	Co	Name	Gross Pay

			-	
Regular	07/15/07	00100	General Fund	817,255.57
		00160	Electric Utility Fund	134,659.81
		00164	Public Benefits Fund	5,208.75
		00170	Waste Water Utility Fund	82,638.88
		00180	Water Utility Fund	1,723.69
		00183	Water PCE-TCE	175.00
		00210	Library Fund	35,024.40
		00235	LPD-Public Safety Prog AB 1913	4,203.17
		00260	Internal Service/Equip Maint	19,018.18
		00321	Gas Tax	56,456.09
		00340	Comm Dev Special Rev Fund	36,612.33
		01250	Dial-a-Ride/Transportation	3,114.56

Pay Period Total:				
Sum				1,196,090.43
Retiree	08/31/07	00100	General Fund	37,545.91

Pay Period Total:				
Sum				37,545.91



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) July 18, 2007 (Regular Meeting)
b) July 24, 2007 (Special Joint Shirtsleeve Session w/Lodi Budget/Finance Committee)
c) July 31, 2007 (Shirtsleeve Session)
d) August 1, 2007 (Regular Meeting)
e) August 3, 2007 (Special Meeting)
f) August 7, 2007 (Shirtsleeve Session)

MEETING DATE: August 15, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) July 18, 2007 (Regular Meeting)
b) July 24, 2007 (Special Joint Shirtsleeve Session w/Lodi Budget/Finance Committee)
c) July 31, 2007 (Shirtsleeve Session)
d) August 1, 2007 (Regular Meeting)
e) August 3, 2007 (Special Meeting)
f) August 7, 2007 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes, marked Exhibits A through F.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

Attachments

APPROVED: _____
Blair King, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JULY 18, 2007**

C-1 CALL TO ORDER / ROLL CALL

The City Council Closed Session meeting of July 18, 2007, was called to order by Mayor Johnson at 6:00 p.m.

Present: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – Hitchcock

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

C-2 ANNOUNCEMENT OF CLOSED SESSION

- a) Actual Litigation: Government Code §54956.9(a); One Case; People of the State of California; and the City of Lodi, California v. M & P Investments, et al., United States District Court, Eastern District of California, Case No. CIV-S-00-2441 FCD JFM
- b) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658
- c) Actual Litigation: Government Code §54956.9(a); One Case; City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al., San Francisco Superior Court, Case No. CGC-05-441976
- d) Conference with Blair King, City Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Police Mid-Managers Pursuant to Government Code §54957.6

C-3 ADJOURN TO CLOSED SESSION

At 6:00 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 6:52 p.m.

C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:03 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

In regard to Items C-2 (a), C-2 (b), C-2 (c), and C-2 (d), only settlement discussion and direction was given.

A. CALL TO ORDER / ROLL CALL

The Regular City Council meeting of July 18, 2007, was called to order by Mayor Johnson at 7:03 p.m.

Present: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – Hitchcock

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. INVOCATION

The invocation was given by Pastor Tracy Baerg, Fairmont Seventh Day Adventist Church.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Johnson.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

D-1 Awards – None

D-2 (a) Mayor Johnson presented a proclamation to David Akin, member of the Parks and Recreation Commission, proclaiming the month of July 2007 as “Parks and Recreation Month” in the City of Lodi.

D-3 (a) Corinne Casey and Jonathan Newman with the Greater Lodi Area Youth Commission gave a quarterly update on the Commission’s activities and accomplishments.

E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Mayor Pro Tempore Mounce, Katzakian second, approved the following items hereinafter set forth by the vote shown below:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

E-1 Claims were approved in the amount of \$9,003,184.65.

E-2 The minutes of June 19, 2007 (Shirtsleeve Session), June 20, 2007 (Regular Meeting), June 26, 2007 (Shirtsleeve Session), June 26, 2007 (Special Meeting), June 29, 2007 (Special Meeting), July 3, 2007 (Shirtsleeve Session), July 4, 2007 (Regular Meeting), and July 10, 2007 (Shirtsleeve Session) were approved as written.

E-3 Adopted Resolution No. 2007-123 approving the plans and specifications, authorizing advertisement for bids, and authorizing the City Manager to award or reject contract for Turner Road Overlay and Lower Sacramento Road Widening.

E-4 “Approve Request for Proposals to Provide Professional Services for Preliminary Engineering Work on the Westside Substation” was ***pulled from the agenda by the City Manager.***

E-5 Adopted Resolution No. 2007-124 authorizing the procurement of remote terminal unit and accessories from Geo Honn Company, Inc., of Vacaville, CA, for the McLane Substation in an amount not to exceed \$21,000.

E-6 Adopted Resolution No. 2007-125 authorizing the purchase of replacement for AS400 mid-range computer from Logical Design Inc., of Rancho Cordova, CA, in the amount of \$142,765.

E-7 Adopted Resolution No. 2007-126 authorizing the replacement of damaged street sweeper and authorizing the City Manager to execute contract and possible grant agreements and appropriate funds in the amount of \$248,000.

E-8 Adopted Resolution No. 2007-127 approving the purchase of nine copy machines and contract for maintenance services for various departments from IKON Office Solutions and appropriating funds in the amount of \$131,077 from the Streets, Wastewater, and Equipment Replacement Funds.

E-9 Adopted Resolution No. 2007-128 acknowledging award of Air Resources Board Reimbursement Grant in the amount of \$69,606; approving backhoe purchase from Papé Machinery, Inc., of French Camp, in the amount of \$73,313; approving purchase and installation of Cleaire Emissions Reduction Device in accordance with grant funding requirements in the amount of \$14,770; and appropriating funds in the amount of \$88,083.

- E-10 Adopted Resolution No. 2007-129 awarding the contract for Asphalt Rubber Cape Seal, Various Streets, 2007 Project to International Surfacing Systems, Inc., of Modesto, in the amount of \$399,432.68, and appropriating additional funds in the amount of \$75,000.
- E-11 Accepted improvements under the "Lockeford Street and Sacramento Street Signal and Lighting Project" contract.
- E-12 Accepted improvements under the "Well 28 Pump and Motor and Site Improvements Project, 2800 West Kettleman Lane" contract.
- E-13 Accepted improvements under the "Church Street and Sacramento Street Overlays 2006 Project" contract.
- E-14 Adopted Resolution No. 2007-130 authorizing the City Manager to execute extensions of janitorial services contracts with Korean Professional Building Maintenance in the amount of \$11,323 per month and Advanced Property Services in the amount of \$2,171 per month and to negotiate and execute future extensions and additions as needed.
- E-15 Adopted Resolution No. 2007-131 authorizing the City Manager to execute contract for downtown parking lot deaning with United Cerebral Palsy of San Joaquin and Amador Counties, of Stockton, for fiscal year 2007-08 in the amount of \$38,874.
- E-16 "Adopt Resolution Authorizing the City Manager to Execute Addendum to the Improvement Agreement for Public Improvements at 495 North Guild Avenue to Provide One-Year Time Extension" was ***removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.***
- E-17 Adopted Resolution No. 2007-132 authorizing the City Manager to enter into a Fee Payment Agreement for sewer capacity fees for a groundwater cleanup project located at Flame Mini Mart, 1301 West Kettleman Lane.
- E-18 Adopted Resolution No. 2007-133 approving contract in the amount of \$425,822 with Lodi Unified School District and the City of Lodi Parks and Recreation Department to provide After School Education and Safety Program at eight locations during fiscal year 2007-08.
- E-19 Adopted Resolution No. 2007-134 amending Memorandums of Understanding with Maintenance and Operators and General Services bargaining units of the Association of Lodi City Employees to provide additional pay for State required certifications of Distribution Operators I and II.
- E-20 Received corrected pages to the fiscal year 2007-08 budget document related to summary of positions and position changes.
- E-21 Adopted Resolution No. 2007-135 declaring that any person while performing voluntary service(s) for the City of Lodi shall be deemed an employee of the City of Lodi for purposes of Workers' Compensation benefits pursuant to Division 4 of the California Labor Code.
- E-22 Adopted Resolution No. 2007-136 amending the City of Lodi Drug Free Workplace Policy and Procedure and adopted Resolution No. 2007-137 amending the Drug and Alcohol Policy and Procedures to meet Department of Transportation requirements.
- E-23 Adopted Resolution No. 2007-138 amending Transit Policy and Procedure for use of transit service outside of regular operations.

- E-24 Adopted Resolution No. 2007-139 authorizing transit services outside of regular service operations for the listed annual events and authorizing the Transportation Manager to advertise to determine if a willing and/or able provider exists for these events.
- E-25 Adopted Resolution No. 2007-140 amending Traffic Resolution 97-148 establishing Loma Drive between Lockeford Street and Turner Road as a through street.
- E-26 Adopted Resolution No. 2007-141 approving the People Assisting Lodi Shelter (PALS) public art project, as approved by the Lodi Art Advisory Board, and appropriating \$58,000 from the Art in Public Places Fund.
- E-27 “Adopt Resolution Approving the Execution by the City Manager of a \$245,000 Promissory Note Payable to James E. Dean as Surviving Trustee of the James E. Dean Family Trust with Interest of 6% and Interest Only Payments to be Made on a Quarterly Basis” was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.**
- E-28 Consented to continued representation of the City of Lodi and Northern California Power Agency by Meyers Nave for the CT1 Project sale from Lodi to Roseville.
- E-29 Accepted dedication of agricultural easement as required by Exhibit K to the Development Agreements between the City of Lodi and Frontier Community Builders, Inc. (FCB) for the FCB Southwest Gateway Project and the FCB Westside Project.
- E-30 Authorized the City Manager to execute Indemnity Agreement with GREM and Caltrans in connection with the Lowe’s project on Kettleman Lane.
- E-31 “Adopt Resolution Approving the City of Lodi Internet Website Policy” was **pulled from the agenda by the City Manager.**
- E-32 “Set Public Hearing for August 1, 2007, to consider the Planning Commission’s recommendation for the 2006 Growth Management Allocations for Brett & Kathy Haring and Taj Khan” was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.**

ACTION ON ITEMS REMOVED FROM THE CONSENT CALENDAR

- E-16 “Adopt Resolution Authorizing the City Manager to Execute Addendum to the Improvement Agreement for Public Improvements at 495 North Guild Avenue to Provide One-Year Time Extension”

In response to Mayor Pro Tempore Mounce, Public Works Director Prima stated he is not sure of how many developers have not met the deadline other than one. Mr. Prima stated they are tracking the timeline a bit closer, the project is almost complete, it is not affecting the traveling public, and a year delay seems to be standard for operating purposes.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Hansen second, adopted Resolution No. 2007-142 authorizing the City Manager to execute Addendum to the Improvement Agreement for Public Improvements at 495 North Guild Avenue to provide one-year time extension and authorizing the City Manager to execute the agreement on behalf of the City. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, and Mayor Johnson

Noes: Council Members – Mounce

Absent: Council Members – Hitchcock

- E-27 "Adopt Resolution Approving the Execution by the City Manager of a \$245,000 Promissory Note Payable to James E. Dean as Surviving Trustee of the James E. Dean Family Trust with Interest of 6% and Interest Only Payments to be Made on a Quarterly Basis"

In response to Mayor Pro Tempore Mounce, Deputy City Manager Krueger stated the promissory note was carried for five years. Mayor Pro Tempore Mounce suggested the note be paid off as soon as practicable.

In response to Council Member Hansen, Mr. Krueger stated the trustee has requested the note be extended after the original five-year period expired. City Manager King stated the interest rate is competitive, cash flow is sufficient, and the arbitrage ability is good.

Mayor Pro Tempore Mounce requested the note be paid as quickly as possible or spread out equally over the course of several years.

In response to Council Member Hansen, Mr. Krueger stated, from a cash flow standpoint and the fact that the cost is negated by the arbitrage, staff is fine with the recommended extension.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Katzakian second, adopted Resolution No. 2007-143 approving the execution by the City Manager of a \$245,000 promissory note payable to James E. Dean as surviving trustee of the James E. Dean Family Trust with interest of 6% and interest only payments to be made on a quarterly basis. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, and Mayor Johnson

Noes: Council Members – Mounce

Absent: Council Members – Hitchcock

- E-32 "Set Public Hearing for August 1, 2007, to consider the Planning Commission's recommendation for the 2006 Growth Management Allocations for Brett & Kathy Haring and Taj Khan"

Kathy Haring requested the City Attorney review the language concerning competitive years in the ordinance prior to the public hearing.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Mounce second, set Public Hearing for August 1, 2007, to consider the Planning Commission's recommendation for the 2006 Growth Management Allocations for Brett & Kathy Haring and Taj Khan. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Jennelle Bechtold of Waste Management provided an overview of the hazardous waste drop-off event scheduled for the weekend.
- Ann Cerney commended the City on its action on Item No. E-29, stating it is the first time property has been received in the County under the given situation.

G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS

- Mayor Pro Tempore Mounce reported on her attendance at the Lodi Youth Commission and Affordable Housing Proposal Review Committee meetings. She also reported on the campaign to keep kids alive and the Lodi Historical Society ice cream social event.

- Council Member Hansen reported on the San Joaquin Partnership meeting with Ken Vogel, Northern California Power Agency meeting with Jim Polk regarding the Lodi Project, and concerns regarding Waste Management overflow on trucks.
- Mayor Johnson reminded the public of the special redevelopment meeting to be held on July 19, 2007, at the Lodi Boys & Girls Club.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

- City Manager King stated the special redevelopment meeting will be replayed and staff will disseminate information regarding National Night Out. Mr. King also reviewed a utility rate comparison.

I. PUBLIC HEARINGS

- I-1 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider introduction of an ordinance amending the Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – repealing Chapter 9.18, “Selling on Streets and Sidewalks,” in its entirety and reenacting Chapter 9.18 as “Vending on Streets, Sidewalks, and Private Property” to create comprehensive regulations for mobile food vendors and itinerant merchants.

Mayor Johnson provided introductory comments regarding the process associated with the public hearing. City staff member Araseli Del Castillo translated the same in Spanish.

Community Improvement Manager Joseph Wood provided an overview of the proposed ordinance. Specific topics of discussion included the vendors affected, requirements for obtaining a permit, location regulations and restrictions, condition requirements and appearance of sites and food vending vehicles, and sanitation. This information was also translated into Spanish.

In response to Council Member Hansen, Mr. Wood stated the enforcement procedure for violations by itinerant merchants includes the administrative citation process and criminal enforcement for three or more violations.

Hearing Opened to the Public

- Attorney David LeBeouf, representing a group of mobile food vendor business owners in Lodi, spoke of his concerns regarding the proposed ordinance. He specifically discussed the perception of the owners, staff dealings, client operations on private rights-of-way, 200-foot buffer zone, need for additional information, hours of operation, guidelines for conditional use permits, client concerns, residential areas, and further clarifications of the proposed ordinance.

In response to Mayor Johnson, Mr. LeBeouf stated he is not sure if there is a group that would not agree with his previous comments because he represents a small group of individuals who operate on private property only.

In response to Council Member Hansen, Mr. Wood stated the site and issue specific portion of the use permit and ordinance will address various situations.

City Attorney Schwabauer suggested language could be added to Section 9, stating that the conditions applied to the use permit will not be imposed to prohibit the business from effectively operating at all.

- Gregory Chadit spoke in support of the mobile food vendors, stating he utilizes their services.
- Dennis Norton spoke in support of the mobile food vendors.

- Maria Lopez spoke in favor of the proposed ordinance and mobile food vendors, but questioned the requirement associated with paving a lot.
- Maria Burks spoke in support of the mobile food vendors and stated she had concerns with the hours of operation.
- Mirna Ruiz spoke of her concerns regarding the application fee and the timing for itinerant merchants, including those selling ice cream.
- Mia Rangel spoke in support of the mobile food vendors.
- Sergio Ruiz spoke in support of the mobile food vendors and stated his concerns regarding hours of operation.
- Bill Crow spoke in favor of the mobile food vendors and in opposition to the ordinance, stating there were too many existing ordinances.
- Norberto Perdinez spoke in opposition to the prohibition against chairs and covers, stating there is a need for shade.
- Rosa Gomez spoke of her concerns regarding moving every three hours.
- Esperanza Ortiz spoke of her concerns regarding moving periodically, stating it takes time to prepare, wash, and get the business ready for operation.

Public Portion of Hearing Closed

RECESS

At 8:54 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 9:07 p.m.

I. PUBLIC HEARINGS (Continued)

I-1 City Manager King stated the reference in the ordinance is for residential zoning and not a (Cont'd.) specific non-conforming residence. He also stated the lot can be paved as required with a variety of different surfaces and the application fee is anticipated to be between \$70 and \$100.

In response to Council Member Hansen, Mr. Wood confirmed that the three-hour moving requirement does not apply to vendors on private lots. Mr. Hansen stated he supports the tables and chairs for shade suggestion.

In response to Mayor Pro Tempore Mounce, Mr. Wood stated mixed uses would be addressed on an individual basis by examining the conditions of the property. Community Development Director Hatch stated notices were provided to the subject vendors, interested parties, and residences within the 300-foot circle radius around each of the 11 locations.

City Attorney Schwabauer provided clarifying language and suggested wording for Section 9.18.050(b)(9) regarding vending on private property.

Discussion ensued between Council Member Hansen, Mayor Pro Tempore Mounce, Mr. Hatch, and Mr. Schwabauer regarding the possibility of allowing tables and chairs and awnings for shade on an individual basis through the use permit process. City Attorney Schwabauer suggested language under Section 9 that would allow for consideration of these requests through the use permit process.

In response to Council Member Katzakian, Mr. Wood confirmed that the ten-minute moving requirement does not apply to private property operations.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tem Mounce, Hansen second, introduced, with the amended language of Section 9, Ordinance No. 1800 amending Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – Chapter 9.18, “Vending on Streets and Sidewalks,” by repealing and reenacting Chapter 9.18, “Vending on Streets, Sidewalks, and Private Property.” The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

- I-2 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider resolutions adopting Final Engineer’s Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2007-08, and ordering the levy and collection of assessments.

City Manager King provided a brief overview of the subject matter.

Sharon Welch provided a brief presentation regarding the final Engineer’s Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2007-08.

Hearing Opened to the Public

None.

Public Portion of Hearing Closed

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, adopted the following resolutions:

- Resolution No. 2007-144 amending and/or approving the Final Engineer’s Annual Levy Report for the Lodi Consolidated Landscape Maintenance District No. 2003-1, Fiscal Year 2007-08; and
- Resolution No. 2007-145 ordering the levy and collection of assessments within the Lodi Consolidated Landscape Maintenance District No. 2003-1, Fiscal Year 2007-08.

The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

J. COMMUNICATIONS

- J-1 Claims Filed Against the City of Lodi – None

- J-2 The following postings/appointments were made:

- a) The City Council, on motion of Mayor Pro Tempore Mounce, Hansen second, made the following appointment and directed the City Clerk to post for the following vacancy by the vote shown below:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

APPOINTMENT:

Lodi Improvement Committee

Rosa (Rosie) M. Ortiz Term to expire March 1, 2008

POSTING:

Lodi Improvement Committee

Wade Heath

Term to expire March 1, 2008

J-3 Miscellaneous – None

K. REGULAR CALENDAR

K-1 “Adopt Resolution Authorizing the City Manager to Execute a Downtown Hotel Exclusive Exploration Period Agreement with Russ Munson”

City Manager King provided an overview of the proposed agreement. Specific topics of discussion included the nine-month period to evaluate properties, interim and final reports, potential negotiations after the exploratory period, no obligations other than that stated in the agreement, no commitments for selling or leasing any property, former PKF study, examples of other cities, downtown synergy, and Mr. Munson's qualifications.

In response to Council Member Hansen, Mr. King stated the subject lots are on Church Street and Elm Street.

In response to Council Member Hansen, Mr. King stated the \$5,000 is not drawn down as it is a one-time, full amount cost for the services to be rendered.

Discussion ensued between Council Member Hansen, Mayor Pro Tempore Mounce, Mayor Johnson, City Manager King, and Mr. Munson regarding the possibilities associated with the old public safety building, including hotel and other commercial opportunities and parking. Council Member Hansen suggested not excluding the old public safety building site. Mayor Pro Tempore Mounce requested information about businesses in close proximity to police departments in other cities.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, adopted Resolution No. 2007-146 authorizing the City Manager to execute a Downtown Hotel Exclusive Exploration Period Agreement with Russ Munson. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

K-2 “Approve Downtown Lodi Business Partnership 2007-08 Annual Report, Adopt Resolution of Intent to Levy Annual Assessment, and Set Public Hearing for August 1, 2007”

City Manager King briefly introduced the subject matter and reviewed the process associated with the annual levy.

Jaime Watts, representative of the Downtown Lodi Business Partnership (DLBP), provided a brief presentation and specifically discussed the overview of the organization, functions, purpose, marketing events, the Farmers' Market, Parade of Lights, community events, banners, report, and the proposed calendar for the upcoming year.

In response to Council Member Hansen, Ms. Watts stated the organization has resolved a lot of the outstanding issues from October. Council Member Hansen suggested continuing communication between the businesses and the DLBP.

In response to Mayor Pro Tempore Mounce, Ms. Watts stated the compilation is available to the public. Mayor Pro Tempore Mounce suggested providing copies or making the availability of the information well known to the members.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Mounce second, approved the Downtown Lodi Business Partnership 2007-08 Annual Report, adopted Resolution No. 2007-147 of intent to levy annual assessment, and set Public Hearing for August 1, 2007. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

K-3 “Approve Six-Month Budgets for PCE/TCE Related Litigation Cases”

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Johnson second, approved the six-month budgets for the following PCE/TCE related cases: Hartford (\$300,000), M&P Investments (\$513,000), and Envision (\$670,000). The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

K-4 “Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases Being Handled by Outside Counsel (\$374,859.03)”

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Hansen second, approved the expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation and various other cases being handled by outside counsel in the amount of \$374,859.03, as detailed below. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hitchcock

Folger Levin & Kahn - Invoices Distribution

Matter No.	Invoice No.	Date	Description	Water Acct. Amount
8001	102105	Apr-07	General Advice/Environmental Contamination	\$ 402.22
8002	102106	Apr-07	People v. M&P Investments	\$ 10,606.64
8003	102108	Apr-07	Hartford Insurance Coverage Litigation	\$207,048.19
			Contingency Fee Amount Savings	(147,180.00)
8008	102107	Apr-07	City of Lodi v. Envision Law Group	\$ 61,969.23
8002	102725	May-07	People v. M&P Investments	\$ 8,768.58
8003	102831	May-07	Hartford Insurance Coverage Litigation	\$229,494.83
			Contingency Fee Amount Savings	(172,310.00)
8008	102830	May-07	City of Lodi v. Envision Law Group	\$ 83,972.63
			City Attorney Adjustment	(352.00)
	266427	May-07	GeoTrans, Inc. (Jim Mercer)	\$ 2,980.00
		May-07	Clinton E. Miller (Expert)	\$ 12,003.39
			CM Approved Payment to Expert 6-22-07	(12,003.39)
		Jun-07	Clinton E. Miller (Expert)	\$ 2,652.00
	14890	Apr-June 07	PES Environmental, Inc. (Keith O'Brien)	\$ 11,192.08
	272549	5/28-7/01 2007	GeoTrans, Inc. (Jim Mercer)	\$ 5,044.00
Total				\$304,288.40

Kronick Moskovitz Tiedemann & Girard - Invoices Distribution

Matter No.	Invoice No.	Date	Description	100351.7323	1211.182	Water Acct.
11233.001	232738	05/25/07	General Advice	\$ 105.50		
11233.026	232738	05/25/07	Lodi First v. City of Lodi	\$ 364.05		
11233.029	232738	05/25/07	AT&T v. City of Lodi	\$ 866.35		
11233.030	232738	05/25/07	Water Supply Issues- Not PCE Related			\$1,525.55
11233.032	232738	05/25/07	CFD Formation Credits/Overpayments Applied	(105.50)	\$ 566.24	
11233.029	233230	06/25/07	AT&T v. City of Lodi	\$1,375.13		
11233.030	233230	06/25/07	Water Supply Issues- Not PCE Related			\$ 587.50
11233.032	233230	06/25/07	CFD Formation		\$ 144.10	
11233.034	233230	06/25/07	Employment and Labor	\$ 245.00		
Total				\$2,850.53	\$ 710.34	\$2,113.05

JAMS Mediation Services

			WaterAcct.
0001302222-110	5/31/2007	People v. M&P Investments	<u>\$2,016.67</u>
Total			\$2,016.67

MISCELLANEOUS

Invoice No.	Date	Description	Water Account Amount
20065328	06/07/2007	Legalink, Inc.	\$ 284.25
20064828	05/24/2007	Legalink, Inc.	\$ 800.75
20064647	05/18/2007	Legalink, Inc.	\$ 906.00
20065305	05/25/2007	Legalink, Inc.	\$ 758.50
20064855	05/25/2007	Legalink, Inc.	\$ 970.50
20065211	06/05/2007	Legalink, Inc.	\$ 1,003.00
20065214	06/05/2007	Legalink, Inc.	\$ 1,093.00
07SF61474A	06/14/2007	Document Services Unlimited	\$ 2,191.50
07SF70508A	07/05/2007	Document Services Unlimited	<u>\$ 237.70</u>
Total			\$ 8,245.20

Folger Levin & Kahn – Invoices

Invoice No.	Date	Description	Water Acct.
Amount			
Payment of Unpaid Costs re:			
Hartford v. City of Lodi			
Pursuant to Contingency Fee Agreement			
100827	03/22/07	Costs for February 2007	\$ 5,762.50
101584	04/26/07	Costs for March 2007	\$ 6,112.90
102108	05/31/07	Costs for April 2007	<u>\$ 9,868.19</u>
Total			\$ 21,743.59

Folger Levin & Kahn

Matter No.	Invoice No.	Date	Water Acct. Amount
Withheld Amounts from Previous Invoices			
8008	10826	02/28/07	\$ 281.00
8002	100362	01/31/07	\$ 700.00
8003	100361	01/22/07	\$ 38.50
			\$ 220.00

Continued July 18, 2007

8002	100000	01/31/07	\$ 650.00
		01/31/07	\$ 650.00
		1/31/2007	\$ 650.00
8003	100001	01/31/07	\$ 1,623.50
8003	99380	02/28/07	\$ 8,000.00
8002	98563	11/16/06	\$ 487.50
			\$ 82.25
8003	98489	11/16/06	\$ 36.50
			\$ 235.00
8002	97985	10/19/06	\$ 3,440.00
8003	97988		\$ 470.00
			\$ 470.00
			\$ 240.00
8008			\$ 470.00
8002	97311	09/14/06	\$ 650.00
8003			\$ 5,000.00
8008	97312	08/31/06	\$ 560.00
8002		08/17/06	\$ 650.00
8003			\$ 500.00
			\$ 600.00
			\$ 150.00
			\$ 705.00
			\$ 235.00
8002		07/25/06	\$ 325.00
			\$ 650.00
			\$ 650.00
			\$ 325.00
			\$ 650.00
8003			\$ 325.00
			\$ 97.50
8002		06/27/06	\$ 97.50
8003		06/27/06	\$ 650.00
8002		05/11/06	\$ 975.00
		Total	\$ 32,539.25

L. ORDINANCES

None

M. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 10:22 p.m.

ATTEST:

Randi Johl
City Clerk

**CITY OF LODI
SPECIAL JOINT INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 24, 2007**

A Special Joint Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council and the Lodi Budget/Finance Committee was held Tuesday, July 24, 2007, commencing at 7:00 a.m.

A. ROLL CALL

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson
 Absent: Council Members – None
 Present: Lodi Budget/Finance Committee Members – Alegre, Harris-Wall, Johnson, Roberts, and Kirsten
 Absent: Lodi Budget/Finance Committee Members – Domingo and Russell
 Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. TOPIC(S)

B-1 "Discuss Possible Topics to be Reviewed by Lodi Budget/Finance Committee During the Course of Fiscal Year 2007-08"

City Manager King briefly introduced the subject matter.

Deputy City Manager Krueger provided an overview of the Budget Committee recommendations to the City Manager as presented in the fiscal year 2007-08 budget document, "Recommendations from Sub-Committees." He also reviewed the recommendations regarding the energy cost adjustment, Parks and Recreation/Hutchins Street Square organizational review, Code Enforcement consolidation, financial system, mobile home rates, cable franchise fees, fleet replacement policies, economic development, community redevelopment agency, and capital improvements and deferred maintenance study.

In response to Mayor Pro Tempore Mounce, Mr. Krueger stated the minutes from the Committee's meetings will be provided to Council as requested.

In response to Council Member Hitchcock, Mr. King stated there is an ongoing process of reviewing fire overtime as there was some reduction in the 2007-08 budget, but not as much as had been anticipated. He stated some of the reasons may be that not all the positions were filled and there is an increase in the training budget. Mr. King stated they will continue to monitor planned overtime, training overtime, and operational overtime. He also stated special events time is being charged to an incremental line item to calculate a special events budget in the future.

Council Member Hansen stated he would like to see a detailed review of the fire overtime one year after all the positions have been filled to determine if the reduction in overtime did offset the additional personnel. Mr. Krueger stated the overall Fire Department budget is still in the context that it needs to be in regardless and the goal has been achieved in that respect.

In response to Mayor Johnson, Mr. Krueger stated the new AS400 computer software program will be delivered in approximately six weeks and implemented shortly thereafter.

In response to Mayor Johnson, Dave Kirsten stated the use of certain consultants in the redevelopment project was not warranted because there was no serious opposition to the redevelopment project.

In response to Mayor Johnson, John Johnson stated he was opposed to the \$50,000 consultant fee for the capital improvement piece because the Committee and staff are capable of making the list themselves.

In response to Mayor Johnson, City Manager King stated staff may still conduct an internal review of a selected department and/or function in conjunction with the Committee.

Council Member Hansen suggested the Committee could review the park maintenance program, potential sales tax for public safety, and Transient Occupancy Tax (TOT). Mr. Krueger stated the Parks and Recreation Department did make presentations to the Committee, a white paper was completed regarding public safety, which can be expanded on, and a review can be done regarding the TOT and any other potential revenue sources. He stated subcommittees analyzed some of the issues on their own time because staff time is limited.

In response to Mayor Johnson, Mr. King stated the results of the citizen survey will be presented at the July 31, 2007, Shirtsleeve Session. He also discussed the role of citizen advisory committees versus temporary professional expertise, the privatization of mid-management functions, and the process of information gathering and responses.

Discussion ensued between the City Council and the Committee regarding options available for review with respect to the redevelopment matter.

Discussion ensued between Council Member Hitchcock and City Manager King regarding the need for a consensus on what the Committee's charge is, previous redevelopment efforts and the related costs and consultants, possibility of an election and timing for the same, and the possible usage of the Committee to review a feasibility study for the project development area.

In response to Mayor Johnson, Mr. King stated he expected to use existing committees, rather than creating new committees, in connection with the redevelopment project.

In response to Mayor Johnson, Mr. King stated the Planning Commission will be necessarily involved because it has a statutory role.

C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

None

D. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 8:22 a.m.

ATTEST:

Randi Johl
City Clerk

**CITY OF LODI
 INFORMAL INFORMATIONAL MEETING
 "SHIRTSLEEVE" SESSION
 CARNEGIE FORUM, 305 WEST PINE STREET
 TUESDAY, JULY 31, 2007**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 31, 2007, commencing at 7:00 a.m.

A. ROLL CALL

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. TOPIC(S)

B-1 "Presentation of the Results of the 2007 Lodi Citizen Survey"

City Manager King briefly introduced the subject matter of the citizen survey.

Thomas Miller of the National Research Center provided a PowerPoint presentation. Specific topics of discussion included, but were not limited to, survey background, primary purpose of survey, use of survey results, study methods, characteristics of residents, quality of life, community characteristics, mobility, access, safety from various problems and areas, potential problems, City services, public trust, importance of government projects, support of sales tax, support of greenbelt, conclusions, and possible next steps.

In response to Mayor Johnson, Mr. Miller stated the median income numbers, which are less than other cities' averages, could be reflective of the aging population because it is income that is measured, not wealth.

In response to Council Member Hansen, Mr. Miller stated the 2000 numbers were used because that was the last comparable data available from the Census. He stated the 2005 numbers may be a bit higher.

In response to Council Member Hansen, Mr. Miller stated the percentages in community characteristics are below the norm.

In response to Council Member Hitchcock, City Manager King reviewed the various documentation and survey reports that were provided to the City Council in analyzing the survey results.

In response to Council Member Hansen, Mr. Miller stated the average rate of 77 for safety in the parks during the day was below the norm, which was 80 or above. Mr. King stated the numbers could be lower in percentile but could be a part of the norm in overall statistics based on rank ordering.

In response to Mayor Johnson, Mr. Miller stated the survey results report and the normative report are not solely norm based and the outlined challenges were under the 22%.

In response to Council Member Hansen, Mr. Miller stated the money question was not asked in relation to the greenbelt issue because policy questions rarely include the dollar aspect.

In response to Council Member Hansen, Mr. Miller stated focus groups would be identified groups brought together at a neutral location to discuss topics of concerns. He provided an example of environmental justice focus groups brought together in Sacramento.

In response to Council Member Hansen, Mr. Miller stated the identified challenges are based both on norm comparisons and absolute numbers.

Council Member Hansen stated, while he would like to work on all the challenges, he believes the employee responsiveness and courtesy piece can be worked on soon under City Manager direction.

In response to Council Member Hansen, Mr. Miller stated most communities rate similarly with respect to street and sidewalk conditions.

In response to Council Member Hansen, Mr. Miller stated the identified challenges are specific to the City of Lodi.

In response to Council Member Hansen, Mr. Miller stated there are approximately 180 participants in this survey. He stated the comparative database includes both this survey and other surveys.

In response to Council Member Hansen, Mr. Miller stated this survey was a sample survey and not sent to all residents.

In response to Council Member Hansen, Mr. Miller stated jurisdiction size does not necessarily determine how many surveys go out. He stated the 1,200 number is used for all jurisdictions.

In response to Council Member Katzakian, Mr. Miller stated the 1,200 residents are picked anonymously utilizing data from the U.S. Postal Service and the only information obtained regarding the residents is that which they supply.

In response to Council Member Katzakian, Mr. Miller stated data from the California cities is separated.

In response to Council Member Hansen, Mr. Miller stated a 30% response falls within the typical response category of 25% to 40%.

In response to Council Member Katzakian, Mr. Miller stated the total general employees service question does not separate departments and includes any and all residents who have had any interaction with the City.

In response to Council Member Hansen, Mr. Miller stated he is not sure why more cities are not conducting citizen satisfaction surveys. City Manager King stated it is important to note that the quality of service provided by the City ranked 11% higher than the State and 14% higher than the federal government.

In response to Mayor Johnson, Mr. Miller stated the theory underlying the sampling survey technique is that we will obtain the same results even if everyone was surveyed.

In response to Mayor Johnson, Mr. King stated that, although they can review the data, it is very difficult to compare the current survey results to the previously conducted survey because the questions were untested and not standardized.

In response to Council Member Hansen, Mr. King stated he will be working with Council Member Hitchcock and Lodi Budget/Finance Committee Member Johnson on interpreting and incorporating the survey results.

PUBLIC COMMENTS:

- In response to Rick Gerlack, Mr. Miller stated the employee responsiveness question was broadly asked and could have to do with everything from how long it took to respond to a request to how long the phone rang. He stated the responses are not specific as each department may vary in responsiveness.

C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

None.

D. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 8:30 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 1, 2007**

C-1 CALL TO ORDER / ROLL CALL

The City Council Closed Session meeting of August 1, 2007, was called to order by Mayor Johnson at 5:45 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian [excluding C-2(a)], Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

C-2 ANNOUNCEMENT OF CLOSED SESSION

- a) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658
- b) Pursuant to Government Code §54956.9(c); Conference with Legal Counsel; Anticipated Litigation/Initiation of Litigation; One Potential Case; City of Lodi v. Pacific Gas & Electric
- c) Actual Litigation: Government Code §54956.9(a); One Case; County of San Joaquin v. City of Stockton et al., San Joaquin County Superior Court, Case No. CV029651
- d) Prospective Acquisition of Real Property Located at 541 East Locust Street, Lodi, California (APN 043-202-14); the Negotiating Parties are City of Lodi and Pete Perlegos; Government Code §54956.8

C-3 ADJOURN TO CLOSED SESSION

At 5:45 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 7:02 p.m.

C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:02 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

In regard to Items C-2 (a), C-2 (c), and C-2 (d), discussion was had and general direction given.

In regard to Item C-2 (b), City Attorney Schwabauer provided a brief description of the case and stated settlement authority was given in the amount of \$34,785.40.

A. CALL TO ORDER / ROLL CALL

The Regular City Council meeting of August 1, 2007, was called to order by Mayor Johnson at 7:02 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. INVOCATION

The invocation was given by Pastor Dale Edwards, Century Assembly.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Johnson.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

D-1 Awards – None

D-2 (a) Mayor Johnson presented a proclamation to Police Chief Jerry Adams and Crime Prevention Officer Andrea Patterson proclaiming Tuesday, August 7, 2007, as "National Night Out 2007" in the City of Lodi.

D-3 Presentations – None

E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Mayor Pro Tempore Mounce, Hansen second, unanimously approved the following items hereinafter set forth **except those otherwise noted**:

E-1 Claims were approved in the amount of \$7,045,068.64.

E-2 The minutes of July 17, 2007 (Shirtsleeve Session) and July 19, 2007 (Special Joint Meeting w/RDA and Lodi Planning Commission) were approved as written.

E-3 Adopted Resolution No. 2007-148 authorizing the procurement of emergency generator from Holt of California (Caterpillar), of Stockton, in an amount not to exceed \$36,200 and approving the standardization of Caterpillar generators for the Electric Utility Department.

E-4 Adopted Resolution No. 2007-149 awarding the purchase of padmount transformers in the amount of \$200,330.96 to the bidders whose proposals and equipment meet City of Lodi specifications and whose transformers are expected to yield the lowest life-cycle costs.

E-5 "Adopt Resolution Awarding the Contract for Security Services at the Lodi Station and Lodi Station Parking Structure to Securitas Security Services USA, Inc., of Fresno (Estimated Three-Year Cost: \$198,000)" was **pulled from the agenda at the request of Council Member Hitchcock**.

E-6 Adopted Resolution No. 2007-150 awarding the contract for Citywide School Safety Signage Project to Farwest Safety, Inc., of Lodi, in the amount of \$81,918.50, and appropriating funds in the amount of \$88,000.

E-7 Accepted improvements under the "Domestic Outfall Sewer Pipeline Condition Assessment Project" contract.

E-8 Accepted improvements under the "Stockton Street Asphalt Concrete Resurfacing, Kettleman Lane to 1,000 Feet South of Century Boulevard Project" contract.

E-9 Adopted Resolution No. 2007-151 authorizing the City Manager to renew the agreement between San Joaquin County Data Processing and the City of Lodi Police Department for the estimated annual cost of \$10,358.92 for data processing services and access to the Automated Message Switching and Criminal Justice Information Systems.

E-10 Adopted Resolution No. 2007-152 authorizing the City Manager to execute a contract between the City of Lodi and Lodi Memorial Hospital for operation of the Adult Day Care Program and the Camp Hutchins Children's Day Care Program at Hutchins Street Square through August 2010 with extensions through 2012.

E-11 Adopted Resolution No. 2007-153 amending Traffic Resolution 97-148 by approving a reduction of speed limit on Lower Sacramento Road from south City limits to 1,300 feet south of Kettleman Lane from 55 miles per hour (mph) to 50 mph.

- E-12 "Adopt Resolution Amending Traffic Resolution No. 97-148 to Authorize the Public Works Director to Establish Terminal Access Routes" was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.**
- E-13 Adopted Resolution No. 2007-154 authorizing the City Manager to allocate \$42,000 in Public Benefit Program funds for the Lodi CARE Package Program and execute a contract with the Lodi Salvation Army to administer this program.
- E-14 Adopted Resolution No. 2007-155 authorizing the City Manager to allocate a combined \$39,971 in Public Benefit Program funds to extend for one year the Lodi LivingWise Program and the Lodi Solar Schoolhouse Project and execute contracts with the Resource Action Programs (Lodi LivingWise Program) and The Rahus Institute (Lodi Solar Schoolhouse Project) to assist in coordinating these educational programs.
- E-15 Adopted Resolution No. 2007-156 authorizing the City Manager to allocate Public Benefit Program funds to the following five energy efficiency rebate programs for the 2007-08 fiscal year in the amount of \$250,000:
Lodi Appliance Rebate Program – \$35,000
Lodi Energy Efficient Home Improvement Rebate Program – \$40,000
Lodi G-1 Commercial Rebate Program – \$20,000
Lodi G-2 Commercial Rebate Program – \$30,000
Lodi G-3 to I-1 Commercial/Industrial Rebate Program – \$125,000
- E-16 "Adopt Resolution Adding a Position (Fire Plans Examiner) and Appropriating \$80,000 in the Community Development Department" was **pulled from the agenda by the City Manager.**
- E-17 "Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi Police Mid-Management Organization for the Period of July 1, 2007 through September 30, 2011" was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.**
- E-18 "Adopt Resolution Disbanding the Animal Shelter Task Force, Adopt Resolution Creating and Establishing Guidelines for the Lodi Advisory Animal Commission, and Directing the City Clerk to Post for the Seven Terms on the Newly Created Commission" was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.**
- E-19 Adopted Resolution No. 2007-157 approving the balance of the approved People Assisting Lodi Shelter (PALS) public art project and appropriating \$3,434.
- E-20 Set Public Hearing for September 5, 2007, to receive comments on and consider accepting the City of Lodi's Report on Water Quality relative to public health goals.

ACTION ON ITEMS REMOVED FROM CONSENT CALENDAR

- E-12 "Adopt Resolution Amending Traffic Resolution No. 97-148 to Authorize the Public Works Director to Establish Terminal Access Routes"

Council Member Hitchcock requested discussion on the matter. City Manager King stated the California Highway Patrol is actively enforcing the prohibition of specific sizes of trucks on certain rights of way in the City. Mr. King stated this resolution is intended to accommodate the trucking businesses so that they can do business within the City while traveling at a certain speed on said rights of way.

In response to Council Member Hitchcock, Mr. King stated the proposed resolution is not changing anything and we will continue operating as we currently do.

In response to Council Member Hitchcock, City Engineer Sandelin stated that Turner Road to Highway 99 is a current truck route and there is no change to present conditions.

Council Member Hitchcock stated recommendations can be made by the Public Works Director, but she would still like to see approvals of the truck routes come to Council. Mayor Pro Tempore Mounce agreed with the same.

City Attorney Schwabauer suggested Section 8(d) of the proposed resolution be revised to include truck access through the City of Lodi.

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Mounce second, unanimously adopted Resolution No. 2007-158, as amended by City Attorney Schwabauer, amending Traffic Resolution No. 97-148, Weight Limit/Commercial Vehicle Restrictions, by adding Guild Avenue, Victor Road, and Turner Road to the list of approved truck access routes.

- E-17 “Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi Police Mid-Management Organization for the Period of July 1, 2007 through September 30, 2011”

Council Member Hitchcock stated she cannot support the item because she has many questions and concerns regarding the same.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Hansen second, adopted Resolution No. 2007-159 amending Memorandum of Understanding between the City of Lodi and the Lodi Police Mid-Management Organization for the period of July 1, 2007 through September 30, 2011. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – Hitchcock

Absent: Council Members – None

- E-18 “Adopt Resolution Disbanding the Animal Shelter Task Force, Adopt Resolution Creating and Establishing Guidelines for the Lodi Advisory Animal Commission, and Directing the City Clerk to Post for the Seven Terms on the Newly Created Commission”

Council Member Hitchcock requested a presentation of the item.

Special Services Manager Jeannie Biskup provided an overview of the make-up and functions of the newly proposed commission. Specific topics of discussion included the purpose, membership, tasks, and meetings.

In response to Council Member Hitchcock, Mr. King stated there is an incremental cost to the formation of the proposed commission with staff time.

In response to Council Member Hansen, Ms. Biskup stated the meeting schedule will remain the same as the current Animal Shelter Task Force with meetings on the 2nd Monday of every month in the Community Room at the Police Department.

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Mounce second, unanimously adopted Resolution No. 2007-160 disbanding the Animal Shelter Task Force, adopted Resolution No. 2007-161 creating and establishing guidelines for the Lodi Advisory Animal Commission, and further directed the City Clerk to post for the following seven terms on the newly created commission:

Lodi Advisory Animal Commission

Term to expire December 31, 2008

Term to expire December 31, 2008

Term to expire December 31, 2009

Term to expire December 31, 2009

Term to expire December 31, 2010

Term to expire December 31, 2010

Term to expire December 31, 2010

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Robin Rushing spoke in opposition to an increase in his utility billing. In response to Council Member Hansen, Mr. Rushing stated he is already utilizing the discount program, for which he is qualified.

G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS

- Mayor Pro Tempore Mounce reported on her attendance at the annual League of California Cities (LCC) Mayors and Council Members Conference and requested a Governmental Accounting Standards Board (GASB) 45 presentation. She also suggested staff take a look at the City-owned building on Elm Street.
- Council Member Hansen provided a legislative update regarding transit funds and stated the Electric Utility rating was upgraded.
- Mayor Johnson suggested staff review the timing associated with the encroachment permit process and commended individuals involved in volunteering with the animal shelter. He also spoke of a citizen concern regarding electric billing spikes and suggested an average pay program be offered. Electric Utility Director Morrow confirmed such a program was available through the City. Mayor Johnson also reported on his attendance at the annual LCC Mayors and Council Members Conference.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

- City Manager King stated GASB 45 was the topic of a previous Shirtsleeve Session and an additional one may be had. He stated staff will look at the building on Elm Street and explained that there are concerns regarding a Union Pacific telegraph line that is connected to the building in some manner. Mr. King also reported that the proposed State budget will not affect the City directly and provided an overview of Proposition 42, as well as the Standard & Poor's and Fitch ratings.

I. PUBLIC HEARINGS

- I-1 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider the Planning Commission's recommendation for the 2006 Growth Management Allocations for Brett & Kathy Haring and Taj Khan. *NOTE: This item is a quasi-judicial hearing and requires disclosure of ex parte communications as set forth in Resolution No. 2006-31.*

Mayor Johnson and Council Member Hitchcock disclosed that they shared email correspondence with Kathy Haring.

City Manager King provided a brief overview of the subject matter.

Community Development Director Hatch provided a presentation regarding the proposed growth management allocations. Specific topics of discussion included, but were not limited to, previous growth actions, Planning Commission hearings and recommendations, two site reviews, application and allocation process overview, applications requiring annexations, Mr. Khan's property, the need for an environmental process and studies for the remaining property, General Plan amendment application, and the overall review of the two projects.

Hearing Opened to the Public

- Kathy Haring spoke of her concerns regarding the conditions set forth in the resolution, street lighting, and exemptions for properties. Mr. Hatch stated there is still an opportunity to address specific conditions through the final approval process before the Planning Commission. He also stated an exemption exists for properties in excess of 4,000 square feet.

Public Portion of Hearing Closed

In response to Mayor Pro Tempore Mounce, Mr. Hatch stated Ms. Haring's property does not meet the requirements for the exemption because it was zoned differently when it was annexed and the size of the development differs. He also stated the new General Plan amendment would not likely affect Ms. Haring's property.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, unanimously adopted Resolution No. 2007-162 approving the Planning Commission's recommendation for the 2006 Growth Management Allocations for Brett and Kathy Haring and Taj Khan.

RECESS

At 8:08 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 8:17 p.m.

I. PUBLIC HEARINGS (Continued)

- I-2 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider adoption of resolution levying annual (2008) assessment for Downtown Lodi Business Improvement Area No. 1 and confirming the Downtown Lodi Business Partnership 2007-08 Annual Report (as approved by Council on July 18, 2007).

City Manager King provided a general overview of the process and history associated with levying the annual assessment for the Downtown Lodi Business Improvement Area.

Hearing Opened to the Public

- Paul Easley spoke in opposition to the proposed assessment, stating he has objected to the assessment from its inception, believes the assessment is illegal, and he does not receive any benefit from the improvements.

Public Portion of Hearing Closed

In response to Mayor Pro Tempore Mounce, City Manager King stated staff is not aware of any damage to the sidewalk referenced by Mr. Easley. Mr. King stated general repairs and/or improvements to a sidewalk are the responsibility of the property owner; although, the City may share the costs under some situations.

In response to Council Member Hitchcock, City Manager King stated Zone A is \$180 and Zone B is \$90 in one zone and other zones have differing fees as well.

In response to Mayor Pro Tempore Mounce, City Clerk Johl stated the subject property is zoned for a \$120 fee pursuant to a listing of the properties.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Hitchcock second, unanimously adopted Resolution No. 2007-163 confirming the 2008 Annual Report for the Downtown Lodi Business Improvement Area No. 1 and levy of assessment.

J. COMMUNICATIONS

- J-1 Claims Filed Against the City of Lodi – None
J-2 Appointments – None
J-3 Miscellaneous – None

K. REGULAR CALENDAR

- K-1 “Receive Progress Report on the City of Lodi General Plan Update”

City Manager King briefly introduced the subject matter.

Community Development Director Hatch provided a brief presentation regarding the status of the General Plan update. Mr. Hatch reviewed the flow chart and specifically discussed the stakeholder meetings, surveys, planning area, working papers, staff review, alternative and preferred plans, hearing draft, scoping meeting, draft Environmental Impact Report, public review, and final adoption process.

In response to Council Member Hitchcock, Mr. Hatch stated the 4% response rate on the City survey is typical for this type of survey.

In response to Council Member Hansen, Mr. Hatch stated staff tracks undeliverable surveys and Council will receive an analysis of the survey results at a later date. City Manager King stated this survey will not have the same scientific validity as the citizen satisfaction survey because this survey was mailed to everyone and does not take into account the random sampling factors.

MOTION / VOTE:

There was no Council action taken on this matter.

- K-2 “Consider Request from Van Ruiten Family Winery to Waive a \$40,000 Late Performance Charge Associated with the Opening of a Downtown Tasting Room”

City Manager King provided an overview of the requested waiver and discussed the performance and utility connection related terms of the original agreement as previously approved by the City Council.

In response to Council Member Hitchcock, City Manager King stated there was some correspondence during the 12-month period communicating the delays.

PUBLIC COMMENTS:

- Jim Van Ruiten spoke in favor of the proposed waiver, stating there was a delay in finding the appropriate building for the new business and in the process with the bank.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Hitchcock second, unanimously approved the request from Van Ruiten Family Winery to waive a \$40,000 late performance charge associated with the opening of a Downtown tasting room.

- K-3 “Adopt Resolution Declaring the City of Lodi’s Intent to Reimburse Certain Expenditures from Proceeds of Indebtedness for Wastewater Projects”

City Manager King briefly introduced the subject matter.

Deputy City Manager Krueger provided a presentation regarding the proposed resolution declaring the City’s intent to reimburse certain expenditures. Specific topics of discussion included, but were not limited to, the opportunity to look at additional financing, non-taxable application, interest rate breaks, how the reimbursement resolution will apply, incorporation

of the expenditures into the debt issue making it a tax-free issue, and the refund of \$9 million from the 1991 issue. City Manager King stated the proposed resolution is not binding to any future action. He stated the three pieces for consideration will be the refinancing of existing debt, the extension of the treatment plant, and costs of the replacement line.

In response to Mayor Johnson, Mr. Krueger stated about \$9 million will be refinanced and there are some additional proceeds available as well.

In response to Council Member Hitchcock, Mr. Krueger stated the reimbursement will become a part of the new debt.

In response to Council Member Hitchcock, Mr. King and Mr. Krueger stated capital expenditures are the main portion of the costs along with some administrative costs. They also discussed the availability of cash, the technical need to reimburse some expenditures, and the dates and timeline for the financing.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Hansen second, unanimously adopted Resolution No. 2007-164 declaring the City of Lodi's intent to reimburse certain expenditures from proceeds of indebtedness for wastewater projects.

- K-4 "Authorize Funds from the Protocol Account for the City Council to Host a Reception Honoring Members of Council-Appointed Boards, Commissions, Committees, and Task Force Groups (Approximately \$2,600 / \$20 Per Person)"

City Clerk Johl provided a brief report regarding the proposed plan for the current reception and the history of the annual event.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, unanimously authorized funds from the Protocol Account in the amount of approximately \$2,600 (or \$20 per person) for the City Council to host a reception honoring members of Council-appointed boards, commissions, committees, and task force groups.

L. ORDINANCES

- L-1 Following reading of the title of Ordinance No. 1800 entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – Chapter 9.18, 'Vending on Streets and Sidewalks,' by Repealing and Reenacting Chapter 9.18, 'Vending on Streets, Sidewalks, and Private Property,'" having been introduced at a regular meeting of the Lodi City Council held July 18, 2007, the City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, waived reading of the ordinance in full and adopted and ordered it to print by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and
Mayor Johnson

Noes: Council Members – None

Absent: Council Members – None

Abstain: Council Members – None

M. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 9:13 p.m.

ATTEST:
Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
FRIDAY, AUGUST 3, 2007**

A. CALL TO ORDER / ROLL CALL

The Special City Council meeting of August 3, 2007, was called to order by Mayor Johnson at 4:30 p.m.

Present: Council Members – Hansen, Hitchcock, Mounce, and Mayor Johnson

Absent: Council Members – Katzakian

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. CLOSED SESSION

At 4:30 p.m., Mayor Johnson adjourned the Special City Council meeting to a Closed Session to discuss the following matter:

B-1 Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658

The Closed Session adjourned at 5:05 p.m.

C. RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 5:05 p.m., Mayor Johnson reconvened the Special City Council meeting, and City Attorney Schwabauer disclosed that settlement direction was given.

D. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 5:05 p.m.

ATTEST:

Randi Johl
City Clerk

**CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 7, 2007**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 7, 2007, commencing at 7:01 a.m.

A. ROLL CALL

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. TOPIC(S)

B-1 "Presentation Regarding Freeway Commercial Overlay Zone"

City Manager King briefly introduced the subject matter of the overlay zone.

Community Development Director Hatch provided a presentation regarding the Freeway Commercial Overlay Zone. Specific topics of discussion included the purpose, location, criteria, adoption process, environmental review process, time line for adoption, and a summary of the same.

In response to Council Member Hitchcock, City Manager King stated the item was brought to the Council so that staff can ascertain that Council wants to go in this general direction before additional time and energy are put into this effort. Mr. King stated the backdrop for the item is the sliding Transient Occupancy Tax (TOT) revenue. He also discussed the Holiday Inn Express certification and the interest of other businesses in the site.

In response to Mayor Pro Tempore Mounce, Mr. Hatch stated staff does anticipate doing the regative declaration in-house despite pending projects because it is an appropriate policy level study to advance with the Development Code.

In response to Council Member Hansen, City Manager King stated he has not received any direct information regarding the remodeling or demolishing of motels along the Cherokee corridor, only indirect random information. He also stated that another hotel may be looking for a site under a different brand.

In response to Council Member Hansen, Mr. Hatch stated medial offices or similar businesses can be accommodated in a C-2 zone if there is a demand for the same.

Council Member Hansen suggested maintaining the landscaping and street conditions in a manner that preserves the history of the City and of Cherokee Lane.

In response to Council Member Hitchcock, Mr. King stated the Cherokee Lane corridor will likely be a candidate for the redevelopment project area.

In response to Mayor Johnson, Mr. Hatch explained that spot zoning is an illegal mechanism in California wherein a particular parcel has more intense zoning than all surrounding parcels, the parcel does not conform to overall General Plan designation, and the standards are different from surrounding properties. He stated spot zoning was generally used to deal with particular situations that arose within communities where a single non-conforming use arose in a particular area.

In response to Mayor Johnson, Mr. Hatch explained that if a hotel wants to go into the old Plummer Cadillac site, as an example, and construct a four-story structure, a variance would likely be insufficient as a legal justification for a height increase based on the surrounding properties, but an overlay may provide some flexibility for the same.

In response to Mayor Johnson, Mr. Hatch stated height limitations are based on a floor area ratio analysis and the idea is to stay with the appearance and standards of the community. Mr. King stated private market standards with hotels seem to be at four stories and a policy question exists as to how the Council wishes migration to occur on Cherokee Lane.

In response to Mayor Johnson, City Manager King stated the redevelopment plan would be consistent with the City's land use plan.

In response to Council Member Katzakian, Mr. King stated the adoption for the redevelopment plan is anticipated to be in early to late 2009 with the base year starting in 2009.

Mayor Pro Tempore Mounce suggested proceeding with the overlay regardless of the redevelopment plan to promote free enterprise by allowing the hotels to move forward.

Discussion occurred between Mayor Johnson, Council Member Hansen, and City Manager King regarding the number of hotels needed in the City, non-brand hotels, examples of hotels in Tracy along the 99 corridor, and an overview of the hotel chains represented currently in Lodi.

In response to Council Member Hansen, Mr. Hatch stated Tiger Line may move forward but not necessarily with a four-story building.

In response to Council Member Katzakian, Mr. Hatch stated light industrial zoning does have a different standard for height, but it would be a policy decision to change the make-up of an established area.

In response to Mayor Johnson, Mr. Hatch stated there is infrastructure in place along the Cherokee Lane corridor and each parcel would need to be assessed on an individual basis to determine what needs may arise. He stated this is the primary reason for not doing a brand new C-2 zone overlay.

In response to Council Member Hitchcock, Mr. Hatch stated infrastructure is in place to accommodate some sites but not necessarily the entire corridor. He stated utilities and traffic analysis will also have to be done and the requests will be handled on a first-come, first-served basis.

In response to Council Member Hansen, Mr. King stated redevelopment is affected by the development in the corridor because the benefit of the tax increment is based on whatever the condition of the construction and/or property is.

In response to Mayor Pro Tempore Mounce, Mr. Hatch stated he is not sure who paid for the infrastructure in the alley when the Comfort Inn was built, but he will forward the information when he receives it.

Mayor Johnson stated he could support going ahead with the overlay.

Council Member Hansen stated he could support proceeding with the overlay and suggested staff look into accelerating the redevelopment project if possible.

Council Member Katzakian stated he could support proceeding with the overlay because of the benefit from TOT.

In response to Council Member Hitchcock, Mr. King stated this matter was originally a Development Code issue. He stated it will go through the Planning Commission, but it was important to assess Council direction regarding the advancement of the overlay separate from the General Plan amendment.

In response to Council Member Katzakian, Mr. Hatch stated a four-story structure could be permitted through the General Plan as a text amendment to allow a particular use along this type of a corridor. He stated it would require Planning Commission approval, consultant review for consistency, and an ordinance change that could be worked into the Development Code.

Council Member Hansen requested a staff analysis showing the TOT assessment decrease and the reasons for the same.

C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

None

D. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 8:17 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Quarterly Report of Purchases Between \$5,000 and \$20,000
MEETING DATE: August 15, 2007
PREPARED BY: Purchasing Technician

RECOMMENDED ACTION: Information only. This report is made to the City Council in accordance with Lodi Municipal Code §2.12.060.

BACKGROUND INFORMATION: During the 1st calendar quarter of 2007, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through Q.

Exh	Date	Contractor	Project	Award Amt.
A	1/02/07	Dell Marketing LP	Dell Server & Switch	\$ 5,875.49
B	1/04/07	Siemens Pwr Trans & Mach	Remote Terminal Unit Inst, Comm & Train	\$ 7,600.00
C	1/08/07	Angus-Hamer Inc	Symantec Antivirus Renewal	\$ 5,300.00
D	1/09/07	JenChem Inc	Polymer	\$10,499.16
E	1/10/07	Pacific Metal Fabricators	Canopy Repair at Downtown Parking	\$ 5,818.00
F	1/17/07	InfoUSA	Ref USA Business & Residential Database	\$ 6,602.00
G	1/18/07	JenChem Inc	Polymer	\$ 5,249.58
H	1/25/07	Segale Signs	Nine Interpretive Panels for Lodi Lake Mural	\$ 9,723.00
I	1/29/07	Pape Machinery	Transit Trolley Repairs	\$ 8,798.07
J	1/29/07	Software House International	Exchange 2007 Cals	\$ 5,188.16
K	1/30/07	North Pacific Lumber	Inventory Replenishment (EUD)	\$18,306.73
L	1/30/07	Western Highway Products	Inventory Replenishment (Streets)	\$ 9,277.29
M	2/23/07	Interstate Truck Center	DPX Filter	\$ 9,234.58
N	3/13/07	Hach Co/American Sigma	Refrigerated Sampler Replacement	\$ 5,625.86
O	3/23/07	Segale Signs	Mural Installation	\$ 7,735.00
P	3/26/07	David F O'Keefe Company	Washbay Valley	\$ 8,065.27
Q	3/29/07	Siemens Pwr Trans & Mach	Remote Terminal Unit	\$16,449.12

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2006-2007 Financial Plan.

FUNDING: Funding as indicated on Exhibits.


James R. Krueger, Deputy City Manager

APPROVED: 
Blair King, City Manager

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:

DEPARTMENT: Information Systems

CONTRACTOR Dell Marketing LP

AWARD AMOUNT: 5,875.49

DATE OF RECOMMENDATION: 1/2/2007

BIDS OR PROPOSALS RECEIVED:

Purchase made directly from manufacturer at
government price

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Dell Server & Switch to replace retired Exchange server at MSC

FUNDING:

160603.7701 – 1087.25
160603.7715 – 1850.00
3215011.7715 – 979.25
170401.7715 – 979.25
180451.7715 – 979.25

Prepared by: Steve Mann

Title: IS Manager

Purchase Order No. 16324



CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE
ORDER

Page No. 1
Date 01/02/07
Purchase Order 16324-008 OP
Fund 3
Buyer

Kirk's
FILE COPY

SUPPLIER

Dell Marketing LP
c/o Dell USA LP
P O Box 910916
Pasadena CA 91110-0916

SHIP TO

City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

NOTE

1. Our Order No. must appear on all papers and packages relative to this order.
2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
4. Notify us immediately if you are unable to ship complete by date specified.

ORDER DATE	12/21/06
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	SEE DISTRIBUTION
SUPPLIER CONTACT	
REQUESTOR	SMANN/ISD
WSCA CONTRACT# A63307	

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
DELL SERVER AND SWITCH - DIST	1	EA	1,036.4600	EA	1,036.46
DELL SERVER AND SWITCH - DIST	1	EA	1,690.0000	EA	1,690.00
DELL SERVER AND SWITCH - DIST	1	EA	908.8100	EA	908.81
DELL SERVER AND SWITCH - DIST	1	EA	908.8100	EA	908.81
DISTRIBUTION:	1	EA	908.8100	EA	908.81
160603.7701 - \$1087.72					
160603.7715 - \$1850					
3215011.7715 - \$979.25					
170401.7715 - \$979.25					
180451.7715 - \$979.25					
PER QUOTE # 33665919 AND QUOTE # 338047072 CONFIRMED VIA FAX					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	422.60	5,875.49
APPROVED BY <i>BK</i>	DATE 1/3/07		



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT.
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

DRK SMANN

(Entered By: SMANN)

SMANN

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Remote Terminal Unit Installation, Commissioning, Training
DEPARTMENT: Public Works
CONTRACTOR Vendor: Siemens Power Transmission & Distribution Inc.
AWARD AMOUNT: \$7,600.00
DATE OF RECOMMENDATION: January 4, 2007

BIDS OR PROPOSALS RECEIVED:

One (1) proposal requested from Siemens Inc.

\$7,600.00

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

Remote Terminal Units (RTU's) are devices that allow the City's SCADA system to acquire data and to communicate and control water wells and storm pump stations. The City uses Siemens RTU's as its standard for most of the facilities. At the end of 2006, the electrician that performed the installation and commissioning of these devices retired. The Public Works Department does not currently have an electrician that has been formally trained on the installation and programming of these devices and requests authorization to hire the Siemens company to perform this training.

FUNDING:

182463.1836.2300 = \$3,800.00

182465.1836.2300 = \$3,800.00

Prepared by: Charlie SwimleyTitle: Water Services ManagerReviewed by: 



CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE ORDER

Page No. 1
Date 01/04/07
Purchase Order 16344-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

S U P P L I E R	Siemens Power Transmission & Dist
	Dept CH 10075
	Palatine IL 60055-0075

S H I P T O	City of Lodi
	MSC - Public Works
	1331 S Ham Lane
	Lodi CA
	95242-3995
N O T E	1. Our Order No. must appear on all papers and packages relative to this order.
	2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
	3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
	4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	01/04/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	See Distribution
SUPPLIER CONTACT	
REQUESTOR	Charley Swimley

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Remote Terminal Unit Installation, Commissioning, and Training.	1	EA	7,600.0000	EA	7,600.00
DISTRIBUTION:					
182463.1836.2300			\$3,800.00		
182465.1836.2300			\$3,800.00		

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		7,600.00
APPROVED BY <i>George M Bradley</i>	DATE 1-4-07		



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: JBANDY)

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:

DEPARTMENT: Information Systems

CONTRACTOR Angus-Hamer Inc.

AWARD AMOUNT: 5,300.00

DATE OF RECOMMENDATION: 1/8/2007

BIDS OR PROPOSALS RECEIVED:

Purchase made through authorized reseller at price set
by manufacturer

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Renewal of annual Symantec Antivirus support contract.

FUNDING:

123001.7715

Prepared by: Steve Mann

Title: IS Manager

Purchase Order No. 16347



CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE
ORDER

Page No. 1
Date 01/08/07
Purchase Order 16347-001 OP
Fund 3
Buyer _____

SUPPLIER	Angus-Hamer Inc 4120 Douglas Blvd Suite #306-318 Granite Bay CA 95746

SHIP TO	City of Lodi MSC Warehouse 1331 S Ham Lane Lodi CA 95242-3995

Kerk's
FILE COPY

INVOICE TO BE SENT TO:
CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910

- NOTE
1. Our Order No. must appear on all papers and packages relative to this order.
 2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
 3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
 4. Notify us immediately if you are unable to ship complete by date specified.

ORDER DATE	01/08/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	123001.7715
SUPPLIER CONTACT	
REQUESTOR	SMANN\ISD
QUOTE#: BF2006-1127A	

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
SYMANTEC ANTIVIRUS RENEWAL 1/14/07 THRU 1/13/08 ENTERPRISE EDITION GOLD MAINTENANCE RENEWAL GOV-VALUE PROGRAM LEVEL F - WIN SYMANTEC CERT: 3362837	400	EA	13.2500	EA	5,300.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		5,300.00
APPROVED BY <i>B/c</i>	DATE 1/8/07		

(Entered By: SMANN)



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT,
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Polymer Purchase
DEPARTMENT: Public Works
CONTRACTOR JenChem Inc.
AWARD AMOUNT: \$10,499.16
DATE OF RECOMMENDATION: 1/9/07

BIDS OR PROPOSALS RECEIVED:

JenChem
Polydyne

\$0.87/lb.
\$0.78/lb

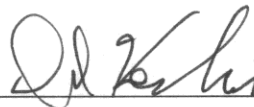
"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Severe foaming in the facilities activated sludge process has caused process problems within the tertiary removal system, making it necessary to feed polymer to maintain discharge capabilities without violations. Had to purchase polymer from JenChem after it was found that polymer purchased from Polydyne would not produce the results needed to maintain plant operations.

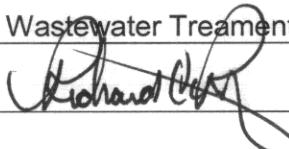
FUNDING: 170403.7355

Prepared by: Del Kerlin



Title: Wastewater Treatment Superintendent

Reviewed by:





CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE ORDER

Page No. 1

Date 01/12/07

Purchase Order 16346-001 OP

Fund 3

Buyer

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Jenchem Inc
P O Box 30123
Walnut Creek CA 94598-9123

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City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

Kerlin's
FILE COPY

INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

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4. Notify us immediately if you are unable to ship complete by date specified.

ORDER DATE 01/08/07

DELEVERY DATE

ACCOUNT NO.

SUPPLIER CONTACT

F.O.B. / SHIP VIA FOB - Our Dock

REQUESTOR Del Kerlin - White Slough

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
JC1679 Polymer Drayage #72859	11200	EA	.8700	EA	9,744.00
* Confirming P.O. *					
* Do Not Duplicate *					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	755.16	10,499.16
APPROVED BY: <i>Del Kerlin</i> BK	DATE 11/12/07		

(Entered By: MFIESTONE)

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Canopy Repair at Downtown Parking Structure
DEPARTMENT: Public Works
CONTRACTOR: Pacific ^{METAL} ~~Steel~~ Fabricators
AWARD AMOUNT: \$5,818.00
DATE OF RECOMMENDATION: January 10, 2007

BIDS OR PROPOSALS RECEIVED:Pacific ~~Steel~~ Fabricators

\$5,818.00

METAL
(COMPANY NAME CHANGE)
1/16/07

"NO BID" or NO RESPONSE RECEIVED:**BACKGROUND INFORMATION & BASIS FOR AWARD:**

This metal awning and canopy were damaged when someone jumped from the second floor of the Parking Structure on top of it. Pacific Steel Fabricators was the company that did the original metal work on the Lodi Station Parking Structure. We needed to match the original fabrication in completing the repairs.

FUNDING: 125152.8334Prepared by: Dennis J. CallahanTitle: Fleet and Facilities ManagerReviewed by: 



CITY OF LODI, CALIFORNIA PURCHASE ORDER

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 01/09/07
Purchase Order 16349-000 OP
Fund 3
Buyer _____

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UETA
PACIFIC STEEL FABRICATORS INC
2420 S CALIFORNIA ST
STOCKTON CA 95206

INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

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City of Lodi
PW Administration
221 West Pine Street
Lodi CA
95240

Kirk Evans
FILE COPY

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1. Our Order No. must appear on all papers and packages relative to this order.
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4. Notify us immediately if you are unable to ship complete by date specified.

ORDER DATE

01/09/07

DELEVERY DATE

F.O.B. / SHIP VIA

FOB - Our Dock

ACCOUNT NO.

125152.7334

SUPPLIER CONTACT

REQUESTOR

PUBLIC WORKS - DENNIS CALLAHAN (209) 333-6800 X2690

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
REPAIR DAMAGED CANOPY MATERIAL AT DOWNTOWN PARKING STRUCTURE PER ATTACHED QUOTE DATED 10/27/06. NOT TO EXCEED CONFIRMING PO FAX 464-9472	1	LS	5,818.0000	LS	5,818.00

TERMS

Net 30 Days

TAX RATE

7.50

DATE

SALES TAX

TOTAL AMOUNT OF ORDER

5,818.00

APPROVED BY

(Entered By: PFARRIS)

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Reference USA Database**DEPARTMENT:** Library**CONTRACTOR** InfoUSA**AWARD AMOUNT:** \$6,602.00**DATE OF RECOMMENDATION:** 1/17/07**BIDS OR PROPOSALS RECEIVED:**

Subscription to ReferenceUSA database with inhouse and remote access to information on over 12 million businesses and 100 million residences.

\$6,602

"NO BID" or NO RESPONSE RECEIVED:**BACKGROUND INFORMATION & BASIS FOR AWARD:**

InfoUSA is the sole supplier of this database. Lodi Public Library has subscribed to the business database for over 7 years. This contract includes residential information.

FUNDING: \$6,602 210801.7308Prepared by: Nancy MartinezTitle: Library Services Director

Reviewed by: _____



CITY OF LODI, CALIFORNIA

FINANCE DEPARTMENT
P.O. BOX 3006
LODI, CA 95241-1910
(209) 333-6778

PURCHASE ORDER

PAGE NO.	1
DATE	01/17/07
PURCHASE ORDER NO.	16322-001 OP
COMPANY	3
REQUESTOR	

S
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Info USA Marketing Inc
Attn Katie Thayer
5711 South 86th Circle
Omaha NE 68127

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Lodi Public Library
Attn Andrea Woodruff
201 West Locust St
Lodi CA 95240

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1. Our Order No. must appear on all papers and packages relative to this order.
2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
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INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
P O Box 3006
Lodi CA 95241-1910

ORDER DATE	12/21/06	REFERENCE	210801.7308
REQUIRED DELIVERY DATE		SUPPLIER CONTACT	
F.O.B. / SHIP VIA	FOB - Our Dock		Nancy Martinez

DESCRIPTION / ITEM NO.	QUANTITY	U/M	UNIT PRICE	U/M	TOTAL PRICE
ReferenceUSA -US-Businesses one-year access to Licensed Data as described in the License Agreement attached hereto.	1	YR	6,602.0000	YR	6,602.00

Term: December 15, 2006 - December 14, 2007

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
let 30 Days	7.750		6,602.00
APPROVED BY	DATE		

See attached

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Polymer Purchase
DEPARTMENT: Public Works
CONTRACTOR JenChem Inc.
AWARD AMOUNT: \$5,249.58
DATE OF RECOMMENDATION: 1/18/07

BIDS OR PROPOSALS RECEIVED:

JenChem
Polydyne

\$0.87/lb.
\$0.78/lb

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Severe foaming in the facilities activated sludge process has caused process problems within the tertiary removal system, making it necessary to feed polymer to maintain discharge capabilities without violations. Purchased polymer from JenChem after it was found that polymer purchased from Polydyne would not produce the results needed to maintain plant operations.

P.O No. 16365

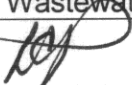
FUNDING: 170403.7355

Prepared by: Del Kerlin



Title: Wastewater Treatment Superintendent

Reviewed by:





CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE ORDER

Page No. 1
Date 01/18/07
Purchase Order 16365-000 OP
Fund 3
Buyer _____

S U P P L I E R	Jenchem Inc
	P O Box 30123
	Walnut Creek CA 94598-9123

S H I P T O	City of Lodi
	MSC Warehouse
	1331 S Ham Lane
	Lodi CA 95242-3995

N O T E	1. Our Order No. must appear on all papers and packages relative to this order.
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	4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	01/18/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	
SUPPLIER CONTACT	
REQUESTOR	Del Kerlin - White Slough

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
JC1679 Polymer Drayage #72939	5600	EA	.8700	EA	4,872.00
* Confirming P.O. *					
* Do Not Duplicate *					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	377.58	5,249.58
APPROVED BY <i>3LE</i>	DATE 1/18/07		



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT,
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: MFIRESTONE)

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Nine Intreprative Panels for Lodi Lake Watershed Murals
DEPARTMENT: Public Works
CONTRACTOR Segale Signs
AWARD AMOUNT: \$9,723.00
DATE OF RECOMMENDATION: January 25, 2007

BIDS OR PROPOSALS RECEIVED:

Da Rold Designs	\$6,141.75
Garrison - Nature Tourism Planning	\$10,555.00
Segale Signs (Recommended)	\$9,723.00

"NO BID" or NO RESPONSE RECEIVED:

K-Design Advertising

BACKGROUND INFORMATION & BASIS FOR AWARD:

City of Lodi is a subcontractor of the Lower Mokelumne River Watershed Stewardship Plan grant, due to expire on March 31, 2007. One budgeted tasks is the design, production and installation of nine interpretive panels above the murals at Lodi Lake Park's Nature Area. The City must pay this vendor then receive reimbursement under the grant, but all work must be completed and the vendor paid by March 31, 2007.

The bid requirements were as follow: 1) The project must be completed well before March 31, 2007 in order to get grant reimbursement for the City of Lodi. Only one bid met that requirement – Segale Signs. 2) Quality of board material: We had asked for a 10-20 year warranty on the product used for the interpretive material, noting that heat, weather and vandals are a problem for the Lodi Lake Nature Area. Only one bid met the full 20-year warranty, Segale Signs. 3) Quality of work: The quality of the workmanship of the design work was important. The recommended bidder's samples of work were of a quality that the Review Committee was comfortable with.

FUNDING: Budgeted under 170414 (to be reimbursed by the Prop 13 Grant)

Prepared by: Frank Beeler

Title: Water/Wastewater Superintendent

Reviewed by: 



CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE ORDER

Page No. 1
Date 01/25/07
Purchase Order 16399-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

S U P P L I E R	Segale Signs 415 W Pine St Lodi CA 95240
--------------------------------------	--

S H I P T O	City of Lodi MSC - Public Works 1331 S Ham Lane Lodi CA 95242-3995	
	N O T E	1. Our Order No. must appear on all papers and packages relative to this order. 2. Enclose itemized packing slip indicating our purchase order no. with each shipment. 3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements. 4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	01/25/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	170414.7352
SUPPLIER CONTACT	
REQUESTOR	Frank Beeler-Kathy Grant/WWW

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Design, Fabrication & Install of 9 Panels-Lodi Lake Murals	1	LS	9,208.0000	LS	9,208.00
Tax for materials	1	LS	515.0000	LS	515.00

All costs are reimbursable under a Prop 13 watershed grant.

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		9,723.00
APPROVED BY BK <i>Frank Beeler</i>	DATE 1-25-07		



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: MYN)

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Transit Trolley Repairs
DEPARTMENT: Public Works, Fleet Services
CONTRACTOR Pape Machinery
AWARD AMOUNT: \$8,798.07
DATE OF RECOMMENDATION: January 29, 2007

BIDS OR PROPOSALS RECEIVED:
Pape Machinery \$8,798.07

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

Pape Machinery, of Stockton, is the only local authorized repair & service facility for John Deere equipment. Transit's Trolley, City vehicle #10-050, was experiencing non-start problems. After multiple on-site visits by Pape Machinery's technician to attempt to fix the problems the trolley was towed to the Stockton repair facility. Pape Machinery reported that the wrong control computer had been originally installed, and recommended its replacement, along with other parts.

City staff will attempt to recover some cost from the original Trolley manufacturer, if warranted.

FUNDING: 12501201.7333

Prepared by: Dennis J. Callahan

Title: Fleet & Facilities Manager

Reviewed by: _____

Purchase Order No. N/A

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:

DEPARTMENT: Information Systems

CONTRACTOR Software House International

AWARD AMOUNT: 5,188.16

DATE OF RECOMMENDATION: 1/29/2007

BIDS OR PROPOSALS RECEIVED:

Purchase made through authorized reseller at government price.

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

107 client access licenses for use with Microsoft Exchange 2007 (email server)

FUNDING:

123001.7715

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

Purchase Order No. 164009



CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE ORDER

Page No. 1

Date 01/29/07

Purchase Order 16409-001 OP

Fund 3

Buyer

SUPPLIER	Software House International Inc
	P O Box 8500-41155
	Philadelphia PA 19178

SHIP TO	City of Lodi
	MSC Warehouse
	1331 S Ham Lane
	Lodi CA 95242-3995

NOTE	1. Our Order No. must appear on all papers and packages relative to this order.
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INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	01/29/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	123001.7715
SUPPLIER CONTACT	
REQUESTOR	SMANN\ISD
QUOTE #:	1992261

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
EXCHANGE 2007 CALS	107	EA	45.0000	EA	4,815.00
CONFIRMED VIA FAX					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	373.16	5,188.16
APPROVED BY	DATE		
<i>Smann</i>	1/29/07		

(Entered By: SMANN)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR North Pacific Lumber
AWARD AMOUNT: \$18,306.73
DATE OF RECOMMENDATION: January 30, 2007

BIDS OR PROPOSALS RECEIVED:

North Pacific Lumber	\$18,306.73
Intraline Inc	\$23,905.76
McFarland Cascade	\$21,798.90
JH Baxter C/O Maydwell & Hartzell	\$24,310.56
Bell Lumber & Pole Company	\$22,371.06

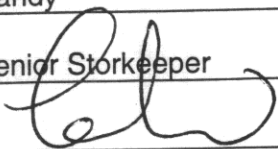
"NO BID" or NO RESPONSE RECEIVED:

Oeser Company
Nevada Wood Preserving

BACKGROUND INFORMATION & BASIS FOR AWARD:

This order is for the Electric Inventory. These poles are for new construction as well as replacement of rotten poles already in the system.

FUNDING: 160.1496

Prepared by: Randy
Title: Senior Storkeeper
Reviewed by:  1/30/07

Purchase Order No. 16415



CITY OF LODI, CALIFORNIA

FINANCE DEPARTMENT
P.O. BOX 3006
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(209) 333-6778

PURCHASE ORDER

PAGE NO.	1
DATE	01/30/07
PURCHASE ORDER NO.	16415-000 OP
COMPANY	3
REQUESTOR	Randy (209)333-6768

SUPPLIER

North Pacific Lumber
Attn Kevin Royal
P O Box 3968
Portland OR 97208

SHIP TO

City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

NOTE

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INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
P O Box 3006
Lodi CA 95241-1910

ORDER DATE	01/30/07	REFERENCE	160.1496
REQUIRED DELIVERY DATE		SUPPLIER CONTACT	
F.O.B. / SHIP VIA	FOB - Our Dock		Electric Inventory

DESCRIPTION / ITEM NO.	QUANTITY	U/M	UNIT PRICE	U/M	TOTAL PRICE
POLE 55' TREATED(CLASS H1) Per "City of Lodi" Specs 115.8151	2	EA	1,119.0000	EA	2,238.00
POLE,70',TREATED (CLASS 1) Per "City of Lodi" Specs 115.8217	5	EA	1,560.0000	EA	7,800.00
POLE,75',TREATED (CLASS 1) Per "City of Lodi" Specs 115.8225	4	EA	1,738.0000	EA	6,952.00

Quote No.: Q-2435

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	1316.73	18,306.73
APPROVED BY	DATE		
	1/30/07		

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Sign Post Inventory Replenishment
DEPARTMENT: Public Works - Street Division
CONTRACTOR Western Highway Products
AWARD AMOUNT: \$9,277.29
DATE OF RECOMMENDATION: January 30, 2007

BIDS OR PROPOSALS RECEIVED:

Western Highway Products

\$9,277.29

"NO BID" or NO RESPONSE RECEIVED:

Silver State Barricade & Sign
Valley Steel Supply

BACKGROUND INFORMATION & BASIS FOR AWARD:

Sign posts, anchors, and drive rivets are needed to replenish stock so they can be used for knock downs, retro-fits, and new installations of traffic signs.

FUNDING: 32150312.7352

Prepared by: George M. Bradley

Title: Street Superintendent

Reviewed by: 

Purchase Order No. 16405



CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE
ORDER

Page No. 01/29/07
Date 16405-000 OP
Purchase Order 3
Fund MSC-PW 209-333-6740
Buyer

SUPPLIER

Western Highway Products
PO Box 7
Stanton CA 90680

INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

SHIP TO

City of Lodi
MSC - Public Works
1331 S Ham Lane
Lodi CA
95242-3995

NOTE

1. Our Order No. must appear on all papers and packages relative to this order.
2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
4. Notify us immediately if you are unable to ship complete by date specified.

Sherrin
FILE COPY

ORDER DATE	01/29/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	3215031.7352
SUPPLIER CONTACT	
REQUESTOR	MIKE WATSON/GEORGE BRADLEY

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
SELECT PUNCH, 2"X10'X14 GA -	25	EA	20.3500	EA	508.75
18" TOP, 12" BOTTOM					
SELECT PUNCH, 2"X10'X14 GA	25	EA	20.3500	EA	508.75
24" TOP, 12" BOTTOM					
SELECT PUNCH, 2"X10'X14 GA	50	EA	20.3500	EA	1,017.50
30" TOP, 12" BOTTOM					
SELECT PUNCH, 2"X10'X14 GA	50	EA	27.5000	EA	1,375.00
36" TOP, 12" BOTTOM					
SELECT PUNCH, 2"X10'X14 GA	50	EA	27.5000	EA	1,375.00
48" TOP, 12" BOTTOM					
STARMATE ANCHORS, 24"	150	EA	15.5000	EA	2,325.00
STARMATE ANCHORS, 30"	50	EA	17.0000	EA	850.00
3/8" STEEL DRIVE RIVETS	1000	EA	.6500	EA	650.00
W/ PLASTIC WASHERS					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	667.29	9,277.2
APPROVED BY BLC <i>George M. Bradley</i>	DATE 1.30.07		

(Entered By: JBANDY)

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHE

RECOMMENDATION FOR CONTRACT AWARD**PROJECT NAME:****DEPARTMENT:****Public Works****CONTRACTOR****Interstate Truck Center****AWARD AMOUNT:****\$9,234.58****DATE OF RECOMMENDATION:****03/07/07****BIDS OR PROPOSALS RECEIVED:**

Interstate Truck Center

\$9,234.58**"NO BID" or NO RESPONSE RECEIVED:**

n/a

BACKGROUND INFORMATION & BASIS FOR AWARD:

Interstate Truck Center is the only local authorized repair & service facility for the International engines. City vehicle 04-059 will be retrofitted with a DPX filter engineered by International to meet the 2007 Fleet Rule mandated by ARB.

FUNDING:

260561.7333

Prepared by: Randy LaneyTitle: Fleet Services Supervisor

Reviewed by: _____

Purchase Order No. 16466



CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE ORDER

Page No. 1
Date 02/23/07
Purchase Order 16466-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

SUPPLIER	Interstate Truck Center
	P O Box 6463
	Stockton CA 95206

SHIP TO	City of Lodi
	MSC - Public Works
	1331 S Ham Lane
	Lodi CA 95242-3995

Shem's
FILE COPY

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

- NOTE
1. Our Order No. must appear on all papers and packages relative to this order.
 2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
 3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
 4. Notify us immediately if you are unable to ship complete by date specified.

ORDER DATE	02/20/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	260561.7333
SUPPLIER CONTACT	
REQUESTOR	Randy Laney/Fleet Services

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Install New DPX Filter per specs from International Truck Corp. Remove exhaust system from truck & install new reactor (DPF-Filter) with turbo pipe and back pressure kit.					
BACK PRESSURE KIT	1	EA	1,077.6900	EA	1,077.69
REACTOR (DPF FILTER)	1	EA	5,062.5000	EA	5,062.50
PIPE (TURBO)	1	EA	1,080.0000	EA	1,080.00
CLAMPS, STRAPS, & ELBOW	1	EA	65.4100	EA	65.41
ESTIMATED LABOR	1	EA	1,274.0000	EA	1,274.00
MISC SHOP	1	EA	85.3100	EA	85.31

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	8.000	589.67	9,234.58

APPROVED BY	DATE
	2/26/07

(Entered By: MYN)

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Refrigerated Sampler Replacement
DEPARTMENT: Public Works
CONTRACTOR Hach Company/American Sigma
AWARD AMOUNT: \$5,625.86
DATE OF RECOMMENDATION: March 13, 2007

BIDS OR PROPOSALS RECEIVED:
Hach Company/American Sigma \$5,625.86

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This 30+ year old sampler is no longer repairable and has reached the end of it's useful life.
No other bids were requested as we have standardized on the Hach brand of sampler for ease of maintenance and repair.

FUNDING: 170403.7719

Prepared by: Del Kerlin 

Title: Wastewater Treatment Supt.

Reviewed by: 



CITY OF LODI, CALIFORNIA PURCHASE ORDER

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 03/13/07
Purchase Order 16523-000 OP
Fund 3
Buyer: _____

SUPPLIER
Hach Company/American Sigma, Inc.
c/o Oratech Controls, Inc.
1485 Bayshore Blvd., #119
San Francisco CA 94124-3002

SHIP TO
City of Lodi--White Slough WPCF
12751 N Thornton Rd
Lodi CA 95242

INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

- NOTE**
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 4. Notify us immediately if you are unable to ship complete by date specified.

ORDER DATE 03/13/07
DELEVERY DATE
F.O.B. / SHIP VIA FOB - Our Dock

ACCOUNT NO. 170403.7719
SUPPLIER CONTACT
REQUESTOR Mike Schafer - White Slough

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Sigma 900 All Weather Refrigerated Smplr. 115V- #3540	1	EA	4,700.0000	EA	4,700.00
Interface, 4-20 ma, 10PPm, Out #2021	1	EA	230.0000	EA	230.00
Composite Tube Support with Tube - #8838	1	EA	80.0000	EA	80.00
Container, 5.25 Gal/20L, Poly With Cap - #8838	1	EA	72.0000	EA	72.00
Quote #14053 Shipping	1	EA	150.0000	EA	150.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	393.86	5,625.86
APPROVED BY <i>312</i> <i>REP DelKorlin</i>	DATE <i>3/13/07</i>		

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED

(Entered By: MFIRESTONE)



RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Lodi Lake Watershed Downtown Mural Installation
DEPARTMENT: Public Works
CONTRACTOR Segale Signs
AWARD AMOUNT: \$7,735.00
DATE OF RECOMMENDATION: March 23, 2007

BIDS OR PROPOSALS RECEIVED:

Segale Sign Co.

\$7,735.00

"NO BID" or NO RESPONSE RECEIVED:

Change For The Better (Suzanne Kennedy)

BACKGROUND INFORMATION & BASIS FOR AWARD:

The downtown installation of the 18' X 30' Lodi Lake Watershed mural was to be performed by mural artist Suzanne Kennedy. Due to the scale of the installation, Suzanne Kennedy was going to sub-contract the work. Because of deadlines for expenditure of funds to be grant eligible, and the availability of Segale Sign Co. to do the work, there was not time for a bidding process. Additionally, there are cost savings to the City working directly with the installer.

FUNDING:

Budgeted under 170414 (to be reimbursed by the Prop 13 Grant)

Prepared by: Frank BeelerTitle: Water/Wastewater Superintendent

Reviewed by: _____

Purchase Order No. 16559

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Carol Meehleis Centennial Bench Project
DEPARTMENT: Parks & Recreation
CONTRACTOR David F O'Keefe Company
AWARD AMOUNT: \$8,065.27
DATE OF RECOMMENDATION: March 26, 2007

BIDS OR PROPOSALS RECEIVED:

David F O'Keefe Company	8,065.27
Miracle Recreation Equipment	8,250.00

"NO BID" or NO RESPONSE RECEIVED:

Game Time Recreation Equipment	No Bid
--------------------------------	--------

BACKGROUND INFORMATION & BASIS FOR AWARD:

The purchase of (20) park benches is part of the Centennial donation project created by Carol Meehleis. All benches have been purchased through community donations and will be installed at various parks throughout town.

FUNDING: 1212029.1825.2400 Parks and Recreation Donation Account

Prepared by: Steve Virrey

Title: Parks Project Coordinator

Reviewed by: _____

Purchase Order No. 16564



CITY OF LODI, CALIFORNIA PURCHASE ORDER

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 03/23/07
Purchase Order 16559-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

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Segale Signs
415 W Pine St
Lodi CA 95240

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City of Lodi
MSC - Public Works
1331 S Ham Lane
Lodi CA
95242-3995

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1. Our Order No. must appear on all papers and packages relative to this order.
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4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:

CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE 03/23/07

DELEVERY DATE

F.O.B. / SHIP VIA FOB - Our Dock

ACCOUNT NO. 170414.7352

SUPPLIER CONTACT

REQUESTOR FRB/Public Works

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Installation of 18' x 30' Downtown Watershed Mural	1	EA	7,735.0000	EA	7,735.00
All costs are reimbursable under a Prop 13 watershed grant					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		7,735.00
APPROVED BY BKR <i>Frank Boelter</i>	DATE 3/23/07		

(Entered By: MYN)



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEME
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.



CITY OF LODI, CALIFORNIA PURCHASE ORDER

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 03/26/07
Purchase Order 16564-000 OP
Fund 3
Buyer

SUPPLIER	David F O'Keefe Company
	P O Box 457
	Alamo CA 94507

SHIP TO	City of Lodi Parks & Recreation
	125 N Stockton St
	Lodi CA 95240

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

NOTE	1. Our Order No. must appear on all papers and packages relative to this order.
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	4. Notify us immediately if you are unable to ship complete by date specified.

ORDER DATE	03/26/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	1212029.1825.2400
SUPPLIER CONTACT	
REQUESTOR	STEVE VIRREY - PARKS

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
WABASH VALLEY SG312(P) SIGNATURE SERIES 8' BENCH	6	EA	339.0000	EA	2,034.00
WABASH VALLEY SG315(P) SIGNATURE SERIES 8' BENCH	14	EA	325.0000	EA	4,550.00
DISCOUNT	1	LS	658.0000	LS	658.00
SHIPPING	1	LS	1,680.0000	LS	1,680.00

LINE ITEM #1 DESCRIPTION: BENCH TO INCLUDE BACK. PERFORATED PATTERN. PORTABLE MT. (6) BLUE PLASTICOL/BLACK FRAME.

LINE ITEM #2 DESCRIPTION: BENCH TO INCLUDE BACK. PERFORATED PATTERN. IN-GROUND MT. (6) BROWN PLASTICOL/BLACK FRAME, (4) BLACK PLASTICOL/BLACK FRAME, (4) GREEN PLASTICOL/BLACK FRAME.

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	459.27	8,065.27
APPROVED BY <i>Steve Virrey</i>	DATE 3/26/07		



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Remote Terminal Unit Purchase
DEPARTMENT: Public Works
CONTRACTOR Siemens Power Transmission & Distribution Inc.
AWARD AMOUNT: \$16,449.12
DATE OF RECOMMENDATION: March 29, 2007

BIDS OR PROPOSALS RECEIVED:

One (1) proposal requested from Siemens Inc.

\$16,449.12

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Remote Terminal Units (RTU's) are devices that allow the City's SCADA system to acquire data and to communicate and control water wells and storm pump stations. The City uses Siemens RTU's as it's standard for most of the facilities. As our standard, our employees have received training.

FUNDING: 170405.7731

Prepared by: George M. Bradley

Title: Streets & Drainage Manager

Reviewed by: 



CITY OF LODI, CALIFORNIA

Finance Department
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

PURCHASE ORDER

Page No. 1
Date 03/29/07
Purchase Order 16568-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

S U P P L I E R	Siemens Power Transmission & Dist
	Dept CH 10075
	Palatine IL 60055-0075

S H I P T O	City of Lodi
	MSC - Public Works
	1331 S Ham Lane
	Lodi CA 95242-3995

N O T E	1. Our Order No. must appear on all papers and packages relative to this order.
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	4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	03/27/07
DELEVERY DATE	
F.O.B. / SHIP VIA	FOB - Our Dock

ACCOUNT NO.	170405.7731
SUPPLIER CONTACT	
REQUESTOR	LLOYD ROPER/GEORGE BRADLEY

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
SPECTRUM TG 5700 REMOTE TERMINAL UNIT-STATION MANAGER	2	EA	7,633.0000	EA	15,266.00
QUOTATION NO. R07-0379-MV					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	1183.12	16,449.12
APPROVED BY <i>George M. Bradley</i>	DATE 3-29-07		



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT,
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: JBANDY)



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the Purchase and Installation of an ASTRO P25 UHF Voted Repeater Radio System from Motorola and Delta Wireless & Network Solutions to Replace the Lodi Police Department's Existing Primary Communication Channel (\$86,860)

MEETING DATE: August 15, 2007

PREPARED BY: Jerry J. Adams, Chief of Police

RECOMMENDED ACTION: Adopt Resolution authorizing the purchase and installation of an ASTRO P25 UHF voted repeater radio system from Motorola and Delta Wireless & Network Solutions, in the amount of \$86,860, to replace the Lodi Police Department's existing primary communication channel.

BACKGROUND INFORMATION: The infrastructure to the primary communication channel for the Lodi Police Department is approximately thirty years old. Our system has failed repeatedly recently, causing our dispatchers and officers the complete inability to communicate with one another on this channel. We have been able to improvise intermittently by switching communications to our secondary channel, however the reliability of this channel is limited due to its age. Delta Wireless has responded repeatedly on a time and material basis in an attempt to repair the system. Although successful thus far, they have informed us that our system will fail beyond repair at some point within the next several weeks. Due to the age of the product, the manufacturer (Motorola) no longer produces replacement parts, nor will they support our current system under a service agreement. The unreliability of our communication system, and inevitable failure, creates not only an obstacle for our day to day operations in serving the community, but a serious concern for the safety of our officers in the field as well as the citizens we serve. The replacement of our current system will bring us into compliance with digital capable equipment that will be required through federal radio standards by 2011. It will also allow us to become digitally compliant with San Joaquin County's Master Communication Plan. In doing so, we will be joining other agencies that have recently switched to a digital capable communication infrastructure that will provide interoperability among all local public safety agencies.

A quote has been obtained from our communications hardware vendor (Motorola) in the amount of \$70,758.53 as well as a quote from our installer (Delta Wireless) in the amount of \$16,100.55. Delta Wireless is Motorola's manufacturer representative for the Central Valley. Since we are a governmental agency, we qualify for Western States Contracting Alliance (WSCA) contract pricing that is an already negotiated contract. Both quotes are attached to this communication totaling \$86,859.08.

APPROVED: _____
Blair King, City Manager

FISCAL IMPACT: Maintenance of the system will be charged to the Police Department. The future replacement of this system will be funded by annual transfers, which will be equivalent to a depreciation charge, from the Police Department to the Equipment Replacement Fund.

FUNDING AVAILABLE: The expenditure will be charged to Account 1220501.70 – Equipment Replacement Fund.

Kirk Evans, Budget Manager

Jerry J. Adams
Chief of Police

JJA:jpb
Cc: City Attorney



Authorized Manufacturers Representative

Address Reply to:

Delta Wireless & Network Solutions
1700 W. Fremont St
Stockton, Ca 95203
(916) 966-6611

August 7, 2007

Lodi Police Department
215 W. Elm St
Lodi, Ca 95240

Lt. J.P. Badel,

Motorola is pleased to present the following Informational Cost and Equipment Quote for your consideration.

This Quote is based upon our meeting with your staff personnel and represents the equipment only costs to replace your existing primary dispatch channel, with an ASTRO P25 UHF voted repeater system.

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For more information or clarification, please call, otherwise I will be in touch.

Thank you for your consideration.

Sincerely,

Joe Maduri
Senior Account Manager
Delta Wireless and Network Solutions
MOTOROLA Authorized Manufacturers Representative



<u>Qty</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>		<u>WCSA</u>
					<u>Extended</u>
<u>COMPARATOR</u>			<u>DNUP</u>	<u>WCSA</u>	
			\$3,700.00		
1	T5770	ASTRO TAC 3000 COMPARATOR	0	\$3,182.00	\$3,182.00
			\$2,800.00		
1	X242	ENH: DIGITAL AND ANALOG OPRN	0	\$2,408.00	\$2,408.00
			\$2,700.00		
1	X48	ENH: CONVENTIONAL OPERATION	0	\$2,322.00	\$2,322.00
			\$1,800.00		
1	X977	ENH: VOTING/MULTICAST OPRN	0	\$1,548.00	\$1,548.00
			\$3,000.00		
1	X225	ADD: 6 WIRELINE I/O PORTS-CAI	0	\$2,580.00	\$2,580.00
		ADD: ASTRO 9.6 KBPS MODEM	\$1,300.00		
6	X437	BOARD	0	\$1,118.00	\$6,708.00
1	X153	ADD: HARDWARE, RACKMOUNT	\$0.00	\$0.00	\$0.00
					\$0.00
<u>QUANTAR BASE</u>					\$0.00
			\$7,850.00		
1	T5365	QUANTAR/QUANTRO FAMILY MODEL	0	\$6,123.00	\$6,123.00
			\$5,616.00		
1	X640	ENH: UHF(403-433/438-470, 110-25W)	0	\$4,380.48	\$4,380.48
			\$3,025.00		
1	X806 D	ENH: CONV ASTRO CAI OPER QTQR	0	\$2,359.50	\$2,359.50
1	X580	ADD: REPEATER OPERATION	\$0.00	\$0.00	\$0.00
1	X269	ENH: SPECTRA TAC CONVENTIONAL	\$254.00	\$198.12	\$198.12
		ADD: ASTRO 9.6 KBPS MODEM	\$1,300.00		
1	X437	BOARD	0	\$1,014.00	\$1,014.00
1	X153	ADD: HARDWARE, RACKMOUNT	\$0.00	\$0.00	\$0.00
1	U752	ADD: POWER CORD, 12 FT AC, QTAR	\$50.00	\$39.00	\$39.00
		ADD: FACTORY INSTALLED	\$1,380.00		
1	X182	DUPLEXER	0	\$1,076.40	\$1,076.40
					\$0.00
<u>ASTRO TAC RECEIVERS</u>					
<u>RACKMOUNT</u>					\$0.00
			\$2,900.00		
3	T5589	ASTRO TAC SATELLITE RECEIVER	0	\$2,494.00	\$7,482.00
		ADD: RCVR SATELLITE 403-433/450-	\$1,485.00		
3	X320	512	0	\$1,277.10	\$3,831.30
			\$1,320.00		
3	X806 F	ENH: CONV ASTRO CAI OPER RCVR	0	\$1,135.20	\$3,405.60
3	X269	ENH: SPECTRA TAC CONVENTIONAL	\$254.00	\$218.44	\$655.32
		ADD: ASTRO 9.6 KBPS MODEM	\$1,300.00		
3	X437	BOARD	0	\$1,118.00	\$3,354.00
3	X153	ADD: HARDWARE, RACKMOUNT	\$0.00	\$0.00	\$0.00
3	U752	ADD: POWER CORD, 12 FT AC, QTAR	\$50.00	\$43.00	\$129.00

				\$0.00	\$0.00
		DIU		\$0.00	\$0.00
			\$2,650.00		
1	F2048	ASTRO DIU3000 HARDWARE	0	\$2,279.00	\$2,279.00
			\$3,150.00		
1	X959	ADD: CONV RELEASE SW.	0	\$2,709.00	\$2,709.00
1	C823	APAPTER BOX, DIU3000	\$54.25	\$46.66	\$46.66
			\$1,300.00		
1	X437	ADD: 9.6 KBPS ASTRO MODEM	0	\$1,118.00	\$1,118.00
1	DLN6570	DIU Configuration Service Software	\$25.00	\$21.50	\$21.50
1	CHN1009	CARDCAGE DIU 3000	\$330.00	\$283.80	\$283.80
1	FLN6518	CONSOLE WIRELINE BOARD	\$277.00	\$238.22	\$238.22
1	FLN8840	CENTER PANEL DIU3000 CARDCAGE	\$25.00	\$21.50	\$21.50
6	FLN8841	BLANK PANEL DIU3000	\$29.00	\$24.94	\$149.64
1	T6721	DIU Encryption	\$250.00	\$215.00	\$215.00
	CA00147A				
1	A	Software	\$50.00	\$43.00	\$43.00
	CA00143A				
1	B	DES OFB	\$750.00	\$645.00	\$645.00
				\$0.00	\$0.00
			\$1,000.00		
1	T6717	KVL 3000	0	\$860.00	\$860.00
1	U239	ASTRO	\$250.00	\$215.00	\$215.00
1	X795	ASN	\$600.00	\$516.00	\$516.00
			\$1,550.00		
1	X423	DES OFB	0	\$1,333.00	\$1,333.00
1	C543	DIU cable	\$84.00	\$72.24	\$72.24
1	C724	Cable XTS	\$75.00	\$64.50	\$64.50
1	C954	Cable XTL	\$109.00	\$93.74	\$93.74
1	HKTN4004	Charger	\$165.00	\$141.90	\$141.90
					\$0.00
			\$1,425.00		
1	B1853	CCGold Field add ASTRO ACIM Module	0	\$1,175.63	\$1,175.63
1	B1827	CCGold Software License Mgr	\$165.00	\$136.13	\$136.13
1	X393	ADD: ASTRO CAI	\$600.00	\$495.00	\$495.00
					\$0.00
				Equipmen	\$65,669.17
				Tax	\$5,089.36
					\$70,758.53
				Total	3

Terms: Net 30

Validity: Price valid for 30 days

Shipping: WSCA Includes Shipping

Delivery: Aprox 4 Weeks ARO

Service: Quotes are exclusive of installation & programming (unless expressly stated)



Delta Wireless & Network Solutions

1700 W. Fremont St.
Stockton, Ca 95203
209-948-9611 fax 209-948-0103
Calif. contractors lic# 748224

Project Number **MO0806074**

Terms and Conditions

Customer

Name Lodi Police Department
Address 215 W. Elm St.
City Lodi
State Ca.
Zip 95240

Contact Lt. J.P. Badel
Phone 209-333-6788
Fax 209-333-6792
Email jpbadel@pd.lodi.gov
Project Channel 1 replacement

Dates

Quote Issued 8/7/2007
Customer P.O. _____

TERMS AND CONDITIONS

1) Installation contract: This quote is based upon detailed information provided to Delta Wireless and Network Solutions by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless and Network solutions and customer.

2) Adds, moves and changes to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote.

3) Remobilization charges (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place, or is not in the condition or configuration described by the customer.

4) Used equipment will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment.

5) Work stoppage: Installations will begin only after all equipment to be installed is physically on hand and ready for installation. "Work stoppage" will begin if the customer requests "Adds, moves or changes" to this quotation. If a customer initiated "change order" results, a minimum of one hour will be charged and/or travel time assessed for the remobilization of labor on the project.

6) Restocking and freight: A 25 % restocking fee will be added to the change order for any product returned by Delta, on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required will be added to the change order.

7) Payment for equipment due upon receipt of equipment.

8) Labor payment due upon completion of contract.

9) Labor warranty 30 days.

10) Non-Solicitation: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the Customer or any other person or entity.

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

Terms and Conditions accepted by:

Date:

Quote valid for thirty (30) days after receipt

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE
PURCHASE AND INSTALLATION OF AN ASTRO P25 UHF VOTED
REPEATER RADIO SYSTEM TO REPLACE THE LODI POLICE
DEPARTMENT'S EXISTING PRIMARY COMMUNICATION CHANNEL

=====

WHEREAS, Lodi Municipal Code §3.20.070 authorizes dispensing with bids for purchase of supplies, services, or equipment when it is in the best interest of the City to do so; and

WHEREAS, the infrastructure to the primary communication channel for the Lodi Police Department is approximately thirty years old; and has failed repeatedly recently, causing dispatchers and officers the complete inability to communicate with one another on the primary communication channel forcing intermittent switching of communications to the secondary channel, which is unreliable due to its age; and

WHEREAS, the Police Department has been informed that the system will fail beyond repair at some point within the next several weeks and the manufacturer no longer produces replacement parts, nor will they support the current system under a service agreement; and

WHEREAS, the unreliability of the police communication system, and inevitable failure, creates not only an obstacle for day to day operations in serving the community but a serious concern for the safety of officers in the field as well as the citizens served; and

WHEREAS, the replacement of the current communication system will bring the Police Department into compliance with digital capable equipment required through federal radio standards by 2011 and will allow digital compliance with San Joaquin County's Master Communication Plan, joining other agencies that have recently switched to a digital capable communication infrastructure that will provide interoperability among all local public safety agencies; and

WHEREAS, staff recommends the purchase and installation of an ASTRO P25 UHF Voted Repeater Radio System from Motorola, with installation provided by Delta Wireless & Network Solutions in the total amount of \$86,860, to replace Lodi Police Department's existing Primary Communication Channel.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the purchase and installation of an ASTRO P25 UHF Voted Repeater Radio System from Motorola, in the amount of \$70,759 and Delta Wireless & Network Solutions in the amount of \$16,101; and

BE IT RESOLVED FURTHER that funds in the total amount of \$86,860 be appropriated from the Equipment Replacement Fund for this purchase and installation.

Dated: August 15, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Security Services at the Lodi Station and Lodi Station Parking Structure to Securitas Security Services USA, Inc., of Fresno (Estimated Three-Year Cost: \$255,000) and Authorizing City Manager to Negotiate Two-Year Extension

MEETING DATE: August 15, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for security services for the Lodi Station and Lodi Station Parking Structure to Securitas Security Services USA, Inc., of Fresno, and authorizing the City Manager to negotiate a two-year extension, with escalators not to exceed 5%.

BACKGROUND INFORMATION: The attached contract is for security services for the Lodi Station and Lodi Station Parking Structure. Security services are currently provided by Securitas Security Services USA, Inc. The current security contract is at the end of its term and, in accordance with Federal regulations, needs to be re-bid. Currently, the Lodi Station and Lodi Station Parking Structure have security guards on duty 24 hours per day. This contract reduces security services to 7:00 p.m. to 7:00 a.m. on weekdays and 24 hours per day on weekends.

Proposals were received from six firms to provide security services to the City of Lodi. The Transportation Manager reviewed each of the proposals to ensure that they were complete and evaluated the proposals on officer training, reporting and documentation, current properties served, cost, and adherence to the Request for Proposals. In addition, copies of the top two proposals were submitted to the Police Department to review. After concluding the review, staff is recommending awarding the contract to the current provider, Securitas Security Services USA, Inc. (Securitas). Securitas presented the strongest proposal and, as the current provider, will allow for easy transition to the new contract. The previous transition required coordination between City Transit staff, MV Transportation staff, City Facilities Services staff and the Police Department. In addition, Securitas' proposal was \$0.80/hour less than the second-ranked proposal. Securitas' proposed price also included radio services (as required per the RFP) whereas the second-ranked proposal price did not include radios but rather broke that cost out as an additional \$7.50 per week.

These services are paid for from Transit operation funds. As such, all costs incurred are added to Fixed-Route and Dial-A-Ride operating costs and are reflected in cost-per-passenger statistics which are measured against goals assigned by the San Joaquin Council of Governments as a requirement of Transportation Development Act funding. By reducing the hours and the cost, the impact to the operating costs will be reduced. The annual cost of the service (not including overtime on holidays) is \$66,000. This is a reduction of approximately \$45,000 a year from the current contract.

APPROVED: _____
Blair King, City Manager

Adopt Resolution Awarding Contract for Security Services at the Lodi Station and Lodi Station Parking Structure to Securitas Security Services USA, Inc., of Fresno (Estimated Three-Year Cost: \$255,000) and Authorizing City Manager to Negotiate Two-Year Extension
August 15, 2007
Page2

The Request for Proposals was approved by Council on May 16, 2007. The City received the following six proposals (listed in order as ranked by staff) for this project on June 13, 2007:

Proposer	Location	Proposal Amount (Straight time)
Securitas Security Services USA, Inc.	Fresno	\$14.70/hr
Delta Protective Services	Stockton	\$15.50/hr *
Ace's and Eight's Security Company	Lodi	\$22.50/hr
National Security Industries	San Jose	\$16.95/hr
Service Pro Security	Fairfield	\$32.25/hr
Windwalker Security Patrol, Inc.	Acampo	unresponsive bid

*Delta also includes a \$7.50/week charge for radios.

FISCAL IMPACT: Without rebidding a new contract, Federal operating funds would be ineligible for use.

FUNDING AVAILABLE: Funding has been included in the Fiscal Year 2007/08 Transit budget.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TMF/drr

Attachment

cc: Transportation Manager

**CITY OF LODI
SECURITY SERVICES FOR LODI STATION
AND LODI STATION PARKING STRUCTURE**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and SECURITAS SECURITY SERVICES USA, INC., herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following document which is incorporated herein by this reference, to-wit:

Request for Proposals
Securitas Security Services USA, Inc. Response to Request for Proposals dated
June 11, 2007

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the service provider's personnel shall also reflect their best professional knowledge, skill and judgment as reflected in the Request for Proposals made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in the Proposal submitted by Securitas, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced

in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Request for Proposals and Contract Documents and the requirements of the Project Manager under them, to-wit:

This contract covers all as shown in the Request for Proposals for Security Services at the Lodi Station and Lodi Station Parking Structure.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. HRS PER week/weeks per year	UNIT PRICE	ESTIMATED TOTAL PRICE
1.	Security officer (standard)	HR	108/52	\$ 14.70	\$ 82,555.00
2.	Overtime	HR	0	\$ 22.05	\$ 0.00
3.	Holiday	HR	varies/08	\$ 22.05	\$ 2,116.80
4.	Radios (1)	EA	24/365	included	included

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary access to facilities as identified in the Request for Proposals.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to continue for a term of three (3) years.

ARTICLE IX - The selected service provider must provide a certificate of insurance in a form acceptable to the City's Risk Manager. The service provider shall maintain such insurance as will cover and include the entire obligation assumed in the agreement, as well as such insurance as will protect the service provider from claims and liability under Workers' Compensation Acts, personal liability, property damage, and all other claims for damages including personal injury and death, which may arise from operations under the agreement.

ARTICLE X - Selected provider shall defend, indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims, demands, losses, defense, costs or liability which the City, its officers, agents and/or employees may sustain or incur, or which may

be imposed upon them for injury to or death of persons, or damage to property to the extent caused as a result of or arising out of the negligent acts, errors or omissions of selected provider during the performance of services under the terms of the agreement.

ARTICLE XI- The Contractor will defend and indemnify the City (and any other person or entity required to be defended or indemnified under this Contract) against any claim, loss, damage or expense (including, but not limited to, reasonable attorney's fees and costs of suit) in connection with the Contract, but only to the extent the claim, loss, damage or expense is caused by the negligence, gross negligence, willful misconduct or other fault of Company, its employees or agents.

ARTICLE XII – Notwithstanding anything in the Contract to the contrary, in no event will the Contractor or its insurers be liable to the City for any loss of business or profits, penalties, or special, indirect, consequential, punitive, exemplary or liquidated damages. This limitation does not apply to special damages paid by the way of indemnity in Article XI.

ARTICLE XIII - Notwithstanding anything in the Contract to the contrary, in no event will the Contractor or its insurers be liable for any claim, loss, damage or expense arising from:

1. A legal enactment, decree or moratorium, or any regulation, rule, practice or guideline of a public authority;
2. An intervention of public authority, an act of nationalization, confiscation or expropriation
3. An act of war, a violent or armed action, hi-jacking or act of terrorism;
4. A strike, lock-out, boycott or blockade; or
5. Any circumstance beyond the Contractor's reasonable control.

ARTICLE XIV - Any insurance coverage (additional insured or otherwise) Contractor provides for City or others will only cover liability assumed by the Contractor in this Contract; such insurance coverage will not cover the result's of the City's or others' own acts or omissions.

ARTICLE XV – City agrees that it will not employ, as a security officer or in any related capacity, directly or indirectly, any person who has been employed by the Contractor and assigned to the City's facility for a period of one hundred eighty days following the last date on which the Contractor employed such person. In the event of breach by City of this provision, City agrees to reimburse the Contractor the sum of Five Thousand Dollars per person for the Contractor's recruitment, screening and training costs. This restriction does not apply to the City's hiring of any former Contractor employee as a police officer.

ARTICLE XVI – City agrees to pay the overtime bill rate for: (a) any additional personnel or hours that are requested with less than 72 hours notice (but only for the first 72 hours); or (b) any additional personnel or hours requested for special occasions of temporary or short duration.

ARTICLE XVII – Contractor has no obligation to perform any duties or services (and will bear no responsibility for duties and services) other than those expressly specified in the Contract. Contractor is not engaged as a security consultant and has no overall responsibility for the City's security.

ARTICLE XVIII –

- (A) Either party may terminate the Contract at anytime without cause or penalty, but only with fourteen or more days prior written notice to the other party.
- (B) Contractor may terminate the Contract immediately with written notice to the City in the event of (a) a material change in the Contractor's insurance coverage relevant for the Contract; (b) a change in applicable law, rules, regulations or orders that, in the Contractor's

sole discretion, would constitute or require a material change of duties or services to be provided by Contractor under the Contract.

- (C) City may terminate the Contract immediately with written notice to the Contractor if at any time a Contractor security officer is found to be providing services under the Contract without a valid guard card on them.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR SECURITY
SERVICES AT THE LODI STATION AND THE LODI
STATION PARKING STRUCTURE AND AUTHORIZING
CITY MANAGER TO NEGOTIATE TWO-YEAR
EXTENSION

=====

WHEREAS, Request for Proposals for Security Services at the Lodi Station and the Lodi Station Parking Structure were approved by the City Council on May 16, 2007, and

WHEREAS, Request for Proposals for Security Services at the Lodi Station and the Lodi Station Parking Structure were received and opened June 13, 2007; and

WHEREAS, said Proposals have been evaluated and a report thereof filed with the City Manager; and

WHEREAS, staff recommends award of the contract for the Security Services at the Lodi Station and the Lodi Station Parking Structure be made to the lowest responsive bidder, Securitas Security Services USA, Inc., of Fresno.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the contract for the Security Services at the Lodi Station and the Lodi Station Parking Structure be made to Securitas Security Services USA, Inc., of Fresno, in the amount of \$255,000 for three years and that the City Manager is authorized to negotiate up to a two-year extension if cost increases do not exceed 5% per year.

Dated: August 15, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Process Chemical Sodium Hydroxide for White Slough Water Pollution Control Facility from Basic Chemical Solutions, of Santa Fe Springs (\$55,500) and Authorizing City Manager to Approve Additional Purchases

MEETING DATE: August 15, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the purchase of the process chemical sodium hydroxide from Basic Chemical Solutions (BCS), of Santa Fe Springs, California, for use at the White Slough Water Pollution Control Facility (WSWPCF) in the amount of \$55,500 and authorizing the City Manager to approve additional purchases.

BACKGROUND INFORMATION: The process chemical bid for sodium hydroxide was pursued June 7, 2006, and awarded to BCS by Resolution No. 2006-147 on August 2, 2006. BCS was the only bidder to respond. The sodium hydroxide, also known as caustic soda, is needed to maintain effluent pH within discharge compliance limits.

Although the bid price reflected in their June 28, 2006 bid proposal was \$2.252 per gallon, BCS has been delivering the chemical for \$2.09 per gallon. On July 10, 2007, BCS notified the City by letter that they would be passing along an \$0.18 per gallon price increase due to increased product and delivery costs.

In this same letter, BCS proposes to reduce the anticipated increase by \$0.05 per gallon, if the size of the storage tank can be increased to 1,500 gallons at no charge to the City, thereby reducing the proposed cost increase to \$0.13 per gallon. The cost per gallon for the additional year will increase to \$2.22 per gallon (\$0.032 per gallon less than the original bid price). Based on an estimated sodium hydroxide usage of 25,000 gallons per year, the total cost of the purchase is estimated at \$55,500.

The effort BCS has made to provide their product below the original June 28, 2006 bid price indicates the company's desire to maintain a business relationship with the City by controlling costs. For this reason, staff recommends Council adopt a resolution authorizing the purchase of the process chemical sodium hydroxide from Basic Chemical Solutions and authorizing the City Manager to approve additional purchases if cost increases do not exceed the west urban-not seasonally adjusted consumer price index as published by the U.S. Department of Labor.

FISCAL IMPACT: The cost is based on an estimated annual sodium hydroxide demand of 25,000 gallons. Because the annual usage may vary depending on the quantity and strength of the wastewater treated, the annual cost may vary also. The operating budget has sufficient funds available to cover these purchases.

FUNDING AVAILABLE: The money for these purchases will be coming from the WSWPCF Operating Budget in the current 2007/08 budget.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Del Kerlin, Wastewater Treatment Superintendent

RCP/DK/dk

cc: City Attorney

Water Services Manager

Wastewater Treatment Superintendent

APPROVED: _____

Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE PURCHASE
OF THE PROCESS CHEMICAL SODIUM HYDROXIDE FROM BASIC
CHEMICAL SOLUTIONS, OF SANTA FE SPRINGS, CALIFORNIA, FOR USE
AT THE WHITE SLOUGH WATER POLLUTION CONTROL FACILITY AND
AUTHORIZING THE CITY MANAGER TO APPROVE ADDITIONAL PURCHASES

=====

WHEREAS, on June 28, 2006, the City of Lodi solicited process chemical bids from Basic Chemical Solutions (BCS) and Sierra Chemical Company for the delivery of sodium hydroxide to the White Slough Water Pollution Control Facility. BCS, of Santa Fe Springs, California, was awarded the bid for Fiscal Year 2006/07; and

WHEREAS, staff recommends the City Council approve the purchase in the amount of \$55,500, from BCS to provide the process chemical sodium hydroxide at a proposed cost increase of \$0.13 per gallon based on report to Council, for Fiscal Year 2007/08 for the White Slough Water Pollution Control Facility.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the purchase in the amount of \$55,500 from Basic Chemical Solutions to provide the process chemical sodium hydroxide for Fiscal Year 2007/08 for the White Slough Water Pollution Control Facility.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to approve additional purchases, if cost increases do not exceed the west urban-not seasonally adjusted consumer price index as published by the U.S. Department of Labor.

Dated: August 15, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Professional Services Agreement for City of Lodi Short Range Transit Plan 2007-2017 to Nelson/Nygaard Consulting Associates, of San Francisco, and Appropriating Funds (\$57,000)

MEETING DATE: August 15, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding a professional services agreement for the City of Lodi Short Range Transit Plan 2007-2017 to Nelson/Nygaard Consulting Associates (Nelson/Nygaard), of San Francisco, and appropriating \$57,000 for the project.

BACKGROUND INFORMATION: The Short Range Transit Plan (S RTP) will include analysis of the current services and will identify services needed to serve the existing community and, in particular, the Reynolds Ranch, Southwest Gateway and Westside Annexations. The S RTP will identify unproductive and/or underproductive routes, service peaks, and unproductive runs. The S RTP will also evaluate the existing route structure and identify changes and/or additions needed to serve the newly-incorporated portions of the City. Routes and headways (time between buses), which staff believes are already at the maximum for good service will be evaluated as to how they can be modified to serve the expanded service area. Current and new major destinations will be examined and outlined not only for Fixed Route (FR) but also for Dial-A-Ride (DAR). This data will be evaluated against trip times and demands to evaluate efficient routing for the expanded, entire system. The S RTP will also look at potential locations for a possible southwest Transfer Station and outline the needed improvements for that site.

A demographic analysis will be performed to monitor usage by age group, as well as destination. This data will be incorporated into a report noting recommendations for improvements and/or changes to the existing services (DAR and FR) and will be used to forecast potential ridership in the newly annexed areas. Additionally, operating and capital needs will be addressed, including recommended vehicles and their size, bus stop locations and bus stop amenities.

After Nelson/Nygaard completes their work, staff will present the draft plan and its recommendations to Council and the public for comment and then again for adoption. A copy of the proposal is on file in the Public Works Department.

The Request for Proposals (RFP) was approved by Council on June 6, 2007. Four RFPs were received on July 6, 2007. Submitted proposals were reviewed and evaluated by the Transportation Manager, City Engineer and Planning Manager. All three staff members recommended Nelson/Nygaard. The recommended proposal exceeded all of the requirements of the RFP, offered the most comprehensive approach and scope, offered the preferred public outreach approach, and

APPROVED: _____
Blair King, City Manager

included the most extensive Geographical Information Systems (GIS) data which can be utilized by the City Transit Division for future transit planning work. In addition, Nelson/Nygaard has extensive expertise in the Transit planning field, and their data should be easily transferable to the General Plan update through the level of GIS offered for this project.

The RFPs are listed below in order as ranked by staff:

Proposer	Location	Proposal Amount
Nelson/Nygaard Consulting Associates	San Francisco	\$56,665.00
Moore and Associates	Valencia	\$52,268.86
LSC Transportation Consultants, Inc.	Tahoe City	\$59,440.00
Publictransit.us	Vallejo	\$46,800.00

A copy of the Professional Services Agreement and Scope of Work has been included as an attachment.

FISCAL IMPACT: The new Short Range Transit Plan is needed to evaluate the current system and the major new service needs anticipated with development of the Reynolds Ranch, Southwest Gateway and Westside projects. The GIS data included with the proposal's scope of work will provide the City with good data for Transit that would otherwise have had to be created by City staff or another consultant at an additional cost.

FUNDING AVAILABLE: The professional service cost for the Short Range Transit Plan is \$57,000. The appropriation recommendation is \$57,000 and is to have the cost split evenly between the three annexations.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/ TMF/pmf

Attachment

cc: Transportation Manager
Paula Fernandez, Senior Traffic Engineer
Paul Jewel, Nelson/Nygaard Consulting Associates
Dale Gillespie, San Joaquin Valley Land Company
Tom Doucette, FCB Home Builders

AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Nelson/Nygaard Consulting Associates (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the Short Range Transit Plan required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for the Short Range Transit Plan project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY twenty-five (25) bound hardcopies of the report, a copy of the survey data, electronic file(s) for same, GIS shape files and other project deliverables for the Short Range Transit Plan project, as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 Tiffani M. Fink, Transportation Manager
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: _____

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
Its: _____

Nelson\Nygaard
consulting associates

July 5, 2007

Tiffani M. Fink
Transportation Manager
City of Lodi Public Works
221 West Pine Street
Lodi, CA 95240

RE: City of Lodi Transit Full Short Range Transit Plan (2007-2017), On-Board Passenger Survey RFP

Dear Mrs. Fink:

On behalf of my colleagues at Nelson\Nygaard Consulting Associates Inc., I am pleased to submit our proposal to the City of Lodi to prepare a Short Range Transit Plan (SRTP) and On-Board Passenger Survey. We hope you will recognize the strengths of our proposal and staff capabilities as evidence of our sincere interest in assisting the City of Lodi with this project.

Nelson\Nygaard has been in business for 20 years, and we have pursued a managed growth strategy to assure our clients of uniformly high quality service throughout our history. We began as a small firm in San Francisco, and over the years have grown to over 50 professionals with offices in Portland, New York and Boston.

Because we specialize in transit and alternative transportation planning, Nelson\Nygaard is able to provide senior staff with uniquely relevant expertise at a cost significantly lower than most full-service engineering firms. We offer integrated planning and management services covering a full range of transit system functions, including operational analysis and service planning, capital programming, financial management and marketing and public involvement.

Nelson\Nygaard is well qualified to prepare this SRTP. We are familiar with the area and have a long track record of successful service analysis and planning in Northern California. I will serve as Project Manager. Recently, I completed the Fairfield SRTP, the Elk Grove Transit Development Plan and the Tracy Transit Analysis Plan. Our team is made up of experts in the SRTP process and data collection and analysis. Other clients have included Vallejo Transit, Benicia Transit, Union City Transit, LAVTA (Livermore and Pleasanton), AC Transit and Kern County.

Our proposed team members have the expertise necessary to handle the key elements of this project, including:

Specialists in Transit and Multimodal Transportation

785 Market Street, Suite 1300, San Francisco, CA 94103 (415) 284-1544 FAX (415) 284-1554

info@nel

102

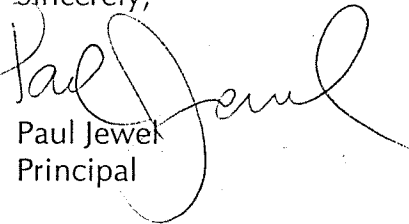
nygaard.com

- Assessing public transit needs in small cities , rural environments and suburban communities
- Developing service, operational and phasing plans
- Conducting community outreach activities and stakeholder interviews
- Assessing vehicle and information technology
- Developing financial plans (capital and operating)
- Innovative public workshops and Open Houses.

I am authorized to represent our firm in contract negotiations with the City of Lodi. We are prepared to meet all of the terms and conditions of the RFP. All proposed activities and cost information outlined in this document are binding for 90 days from time of receipt.

Thank you for the opportunity to propose on your project. We look forward to hearing from you. Please contact me at pjewel@nelsonnygaard.com should you have any questions.

Sincerely,



Paul Jewel
Principal

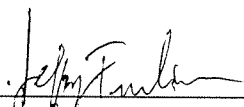
Appendix A: Proposal Checklist

Firm: Nelson\Nygaard Consulting Associates

Address: 785 Markets Street, Suite 1300

San Francisco, CA 94103

- | | |
|---|--|
| 1. Proposal Checklist | <input checked="checked" type="checkbox"/> |
| 2. Introduction | <input checked="checked" type="checkbox"/> |
| 3. Proposed Scope of Work | <input checked="checked" type="checkbox"/> |
| 4. Project Personnel | <input checked="checked" type="checkbox"/> |
| 5. Project Schedule | <input checked="checked" type="checkbox"/> |
| 6. Project Budget | <input checked="checked" type="checkbox"/> |
| 7. Qualifications, Experience, and References | <input checked="checked" type="checkbox"/> |

Authorized Signature: 

Printed Name: Jeffrey Tumbin Title: Principal

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**On-Board Passenger Survey /
Full Short Range Transit Plan 2007-2017 Proposal**

Submitted by:

Nelson\Nygaard

consulting associates

785 Market Street, Suite 1300, San Francisco, CA 94103
415-284-1544 (phone) 415-284-1554 (fax)

CONTACT: **PAUL JEWEL, PRINCIPAL**
Email: pjewel@nelsonnygaard.com

NELSON\NYGAARD BACKGROUND

Nelson\Nygaard Consulting Associates, Inc. is a California-based transportation planning firm that focuses exclusively on planning for alternatives to the single-occupant-vehicle. The firm was founded as a partnership in 1987 by two former managers of the San Francisco Municipal Railway: Bonnie Nelson and Diane Nygaard. Today Nelson\Nygaard is one of the top transit planning firms in the Western United States and has 50 professional planners assigned to offices in San Francisco (Headquarters), Portland, OR, New York City and Boston.

Nelson\Nygaard specializes in developing unique solutions for alternative transportation systems, ranging from fixed route and paratransit services to ridesharing and bicycles. Planning for public transit accounts for approximately 90% of our work. The firm has a long track record of developing innovative plans that are grounded in reality. We pride ourselves on producing plans that make things happen.

We have the small city/suburban public transit planning experience necessary to make this project a success. We bring specific, relevant and recent experience in:

- Short and Long Range Transit Planning for Rural and Suburban Agencies
- Transit Development Plans and Comprehensive Operations Plans
- Route Restructuring and Scheduling
- Organizational Restructuring and Implementation Plans
- Facilitation, Consensus-Building, and Planning Workshops
- Senior and ADA Paratransit Analysis and Planning
- Fleet Analysis and Facility Planning
- Development of Marketing Plans
- Surveys, Data Collection and Analysis
- Transit Budgeting, Finance and Funding

Nelson\Nygaard's approach to project management is one of strong leadership, attention to detail and continuous quality assurance. We use a variety of management tools to ensure that the project comes in on time and on budget. To ensure our management approach is

executed properly and meets the needs of this study, we have assembled a team of experts with strong and relevant experience in small city and rural transit evaluation and planning. Paul Jewel, who will be the day-to-day Project Manager, leads our team. Paul will work with and coordinate our other specialists, including:

- Deputy Project Manager, Andrew Ittigson
- Project Planner, Jeff Flynn

These staff members are supported by our top-notch graphics and publications staff. **All staff members working on this project are based in our San Francisco office.** Our staff has adequate time and availability to meet the requirements of this project.

EXPERIENCE OF THE FIRM

Past Projects and Reference Information

We encourage you to contact any of the references listed.

Elk Grove Transit Development Plan

3/2004 to 2/2005

City of Elk Grove

8400 Laguna Palms Way

Elk Grove, CA 95758

Contact: Mike Kashiwagi, Director of Public Works, (916) 478-3648

From 1998 through 2004, the City of Elk Grove (incorporated 2000) received public transit bus service from the Sacramento Regional Transit District. In 2004 Nelson\Nygaard was hired by the city to assess the feasibility of having the city operate its own public transit service. To assess the feasibility, Nelson\Nygaard examined future growth, demographics, field conditions and development patterns. In addition, Nelson\Nygaard conducted onboard passenger surveys and ridechecks of existing RT passengers to determine their transit needs and travel patterns.

Nelson\Nygaard designed a new system for Elk Grove (commuter, regional and local services) which was implemented in January 2005. As part of the implementation phase Nelson\Nygaard finalized the routes, created schedules and assisted with the development of promotional materials.

Key Staff: Paul Jewel, Andrew Ittigson

Fairfield/Suisun Transit Short Range Transit Plan

6/2006 – 6/2007

City of Fairfield

2000 Cadenasso Drive

Fairfield, CA 94533

Contact: Marlon Flournoy, Transportation Planner, (707) 428-7633

Nelson\Nygaard recently concluded a thorough review of the transit services operated by the City of Fairfield, including demographic analysis, passenger data collection and comprehensive on-board passenger survey. The final product was a Short Range Transit Plan (SRTP) that included both growth and status quo contingency service plans, marketing plan and detailed capital and financial plan.

Key Staff: Paul Jewel, Andrew Ittigson, Jeff Flynn

Flagstaff Five Year Transit Plan Update

2/2005 – 4/2006

Flagstaff MPO

211 W. Aspen Avenue

Flagstaff, AZ 86001

Contact: David Wessel, AICP, Transportation Planner, (928) 779-7693

Nelson\Nygaard completed its second five-year planning study for this CTAA award winning system. Primary components of the plan include: 1) a new high frequency trunk route, 2) a new high frequency shuttle for the NAU campus and 3) Transit Oriented Design policies to support ridership growth and system development.

Key Staff: Paul Jewel, Andrew Ittigson

Transit Alternatives Study for Union City Transit

3/2006 – 6/2007

City of Union City

34009 Alvarado Niles Road

Union City, CA 94587

Contact: Wilson Lee, Transit Manager, (510) 675-5305

Nelson\Nygaard recently completed the Transit Alternatives Study for the City of Union City. Nelson\Nygaard performed a comprehensive transit service and marketing evaluation in order to identify transit service alternatives that increase ridership and improve access to attract users. Several of Nelson\Nygaard's short term recommendations have been implemented by Union City Transit.

Key Staff: Andrew Ittigson, Jeff Flynn

Tracy Transit Analysis and Action Plan

City of Tracy

400 East 10th Street

Tracy, CA 95376

Contact: Karen McNamara, Director of Community Services (209) 831-4209

This study had two objectives: a) complete a comprehensive operations analysis of the city's Dial-A-Ride and b) determine if it was feasible for the city to implement a fixed route service. Nelson\Nygaard examined market potential and determined that it would be feasible to provide fixed route service. Nelson\Nygaard designed a two-bus fixed route with a complementary ADA Dial-A-Ride service, which was implemented in 2001. Nelson\Nygaard also developed the system logo and maps, and performed extensive marketing efforts in the community in conjunction with the implementation of service.

Key Staff: Paul Jewel

TECHNICAL PROPOSAL

Project Understanding

The City of Lodi is seeking consultant services to prepare a Short Range Transit Plan (SRTP) for the 10-year period beginning FY 2007 and ending in FY 2017. The SRTP must provide an action plan to guide the City in fixed-route and dial-a-ride transit planning, capital programming, and addressing a myriad of transit issues. The SRTP must also include a comprehensive On-Board Passenger Survey and ridecheck.

To ensure that the City of Lodi can meet the current and future transit demands of its residents, a review of current conditions and an evaluation of the impacts of growth are needed. The Plan must address the current local service levels as well as expanding services to newly annexed parts of the City. Coordination and connections between City of Lodi's Grape Line and Dial-A-Ride services and other systems such as San Joaquin Regional Transit District (SJRTD), Calaveras County Transit, Sacramento County Transit LINK service, Amtrak, and Greyhound need to be explored to improve coordination with neighboring services. Better integration with alternative modes such as walking and biking are necessary to enhance access to transit service. An enhanced transit network will help attain air quality standards and improve the quality of life for residents of Lodi.

Background Information

The City of Lodi is situated along Highway 99 in northern San Joaquin County in the heart of the county's wine country. Lodi is located on the edge of the Sacramento Delta and is approximately 15 miles north of Stockton, 35 miles south of Sacramento and 90 miles east of San Francisco.

The City of Lodi has experienced significant population growth. According to the California Department of Finance, Lodi's projected 2007 population is 63,395, an increase of about 12% from 2000. From 1990 to 2000, the City's population increased by nearly 10%. The large population growth is likely due to the low cost of living in Lodi as well as the expansion of jobs in the area. Agriculture, specifically vineyards, has played a major role in the City's economy. The City's downtown revitalization and the wine country have led to a burgeoning tourist industry. Lodi's central location with easy access to Highway 99, I-5, freight train lines and Stockton's Ship Channel also make it an attractive distribution center.

According to the 2000 U.S. Census, Hispanics make up about one-quarter of Lodi's population and 74% of the population is Caucasian. The median household income is \$39,570 and about 16% of the population lives below the poverty level. Like most American's, a large majority of Lodi commuters drive to work alone (76%) followed by carpooling with 16%. Less than 1% of commuters use public transit for work trips.

The Grape Line, the primary public transit provider in the City of Lodi, operates five fixed routes serving Lodi and providing connections to regional transit providers at the downtown Lodi Station. The regional services include:

- San Joaquin Regional Transit District Inter City (Routes 23 and 24) – service between Stockton and Lodi
- San Joaquin Regional Transit District Hopper (Routes 93 and 97) – deviated fixed-route service (outside of Lodi) to Thornton, Woodbridge, Delta College and Sherwood Mall
- Sacramento County Transit LINK (Highway 99 and Delta Routes) – service to Isleton, Galt, Elk Grove, Sacramento and other communities in the Delta region
- Calaveras County Transit (Lodi Route) – service to San Andreas and Valley Springs
- Amtrak and Greyhound – service to regional, state and national destinations

The City of Lodi also provides three Express Routes that circulate through the City with direct access to area schools. Dial-A-Ride, the general public Dial-A-Ride service, provides door-to-door service in the City of Lodi, the unincorporated areas of Woodbridge, the Arbor Mobile Home Park in Acampo and the Freeway Mobile Home Park. The Grape Line service operates Monday through Friday from 6:15 AM to 7:00 PM and on Saturdays and Sundays from 7:45 AM to 3:00 PM. One-way adult cash bus fare is \$1.00 and a monthly pass is \$35.00. Passes are available at the City Finance Department and Lodi Station. Dial-A-Ride fares are \$5.00 for the general public and \$1.50 for ADA certified patrons. There is a \$1.00 service fee for all rides outside of the Lodi City limits.

Challenges

Key transit challenges facing the City of Lodi are as follows:

- **The population of Lodi is rapidly growing.** Is the existing transit service adequate to accommodate the growing population? What would be the best way to serve the newly annexed areas of Reynolds Ranch, Westside Annexation and Southwest Gateway?
- **What is the best service delivery model to serve current and future riders?** A one size fits all model may not be the most efficient approach. The City of Lodi may need to look at a mix of service delivery models including fixed-route, flex-route and demand response services.
- **Are Lodi residents aware of the transit services offered in their area?** How can marketing techniques be improved to target choice riders as well as transit dependents?
- **How will a transfer center in southwestern Lodi impact transit service?** Where should the new transfer center be located? What are the costs to build the facility? How will it be funded?
- **Is the Dial-A-Ride service in full compliance with ADA regulations?** What are the impacts of operating general public dial-a-ride in the City of Lodi and an ADA

paratransit service for residents outside the City limits who reside within 3/4-mile of service?

- **Air quality is a large problem in California, especially in non-attainment areas such as the San Joaquin Valley.** With better connections to transit services via bicycle and walking, the use of transit can be more attractive to potential riders. How can inter-modal connections be improved with Grape Line to make riding the bus a more attractive option? Also, how can connections be improved with other transit operators like SJRTD, Calaveras County Transit, LINK, Amtrak, and Greyhound?

Project Approach

To answer these questions and complete the SRTP, our team will undertake a proactive approach based on open communications with the City of Lodi staff. Our team proposes stakeholder meetings, technical working meetings with staff and public outreach meetings which will allow us to investigate different issues facing transit in Lodi. We will conduct an extensive review of demographics, operating statistics, performance trends, and future growth.

The SRTP will address the transit needs of the growing city and methods of increasing connectivity and coordination between other transit operators in the region, making transit a more convenient and feasible option. The plan will explore opportunities for expanding the service in a way consistent and feasible with current and future financial and operating constraints. By creating a more accessible and connected service, the plan will benefit not only transit dependents but also help attract choice riders helping create air quality conformity throughout the region.

Ultimately a transit system's services are defined by local values. Our approach provides a facilitated setting where stakeholders, staff, and the public can provide guidance and assistance in creating a future path for public transportation in Lodi.

SCOPE OF WORK

We have outlined a scope of work to prepare the City of Lodi Short Range Transit Plan. The scope of work follows the tasks outlined in the RFP. A comparison of the tasks in the RFP and the Nelson\Nygaard work scope is shown in the following figure.

Figure 1 Scope of Work

RFP Workslope		Nelson\Nygaard Workslope Corresponding Tasks	
No.	Task Description	No.	Task Description
1.1	Background Information	2	Overview of Existing Conditions
1.2	Performance Review	2,4	Overview of Existing Conditions, Current Service Performance Evaluation/Transit Demand/Needs Assessment
1.3	Data Collection	2,3	Overview of Existing Conditions, Community Input
1.4	Other Tasks and Planning Issues	4,7	Current Service Performance Evaluation/Transit Demand/Needs Assessment, Assessment of Transfer Station
2.1	Public Participation	3	Community Input
2.2	City Council Involvement	10	Draft and Final SRTP
3	Draft and Final City of Lodi SRTP	10	Draft and Final SRTP

Task 1. Project Initiation and Kick-Off Meeting

Kick-Off Meeting

Key members of the Nelson\Nygaard team will meet with City of Lodi staff for a kick-off meeting to review the scope of work and schedule and to refine project details. At this meeting, we will also:

- Clarify project objectives, priorities and deliverables
- Identify any critical local or regional issues including growth and annexation
- Identify project contacts and establish interface protocols between the consulting team and City of Lodi and any other parties that will be involved in the study process
- Identify mapping needs and resources
- Plan the stakeholder outreach – its objectives, format, and participants
- Finalize data requirements and collect or request appropriate data sources

The most important element of this meeting will be to better understand the primary issues and study objectives. We will provide an agenda in advance of the meeting, including notes on key information needs.

Following the kick-off meeting, Nelson\Nygaard staff will take advantage of our trip to the area to tour Lodi and annexed areas to further our understanding of the community and geography of the area. We will also note locations of possible transit generators such as medical and senior facilities, schools, and community services, etc.

Deliverable: Technical Memorandum #1: Refined Project Approach and Results of the Kick-Off Meeting.

Meeting: Kick-Off Meeting

Task 2. Overview of Existing Conditions

This task will assemble data to present a picture of existing transit/paratransit and transportation conditions in Lodi and relevant information on future transit demand.

2.1 Document and Data Review

Immediately after the kick-off meeting, Nelson\Nygaard staff will begin a review of existing documents, reports and policies to familiarize ourselves with all past and current transportation and land use planning efforts relevant to the study. In this task, we will examine Grape Line's current system configuration. A clear understanding of regional land use policies, development patterns, and traffic/transportation projects will also be crucial later in the study as we begin to outline service delivery options.

Our initial review will include current data, recent studies, and plans developed by SJCOG, City of Lodi, and relevant documents from other entities to update our understanding of:

- Current fixed-routes and connecting services
- Current ADA paratransit services
- Most recent boarding and alighting data
- Current and projected development projects in the City of Lodi, the annexed areas and the County
- Current and planned land use, if available

Documents to be reviewed will include, but are not limited to:

- City of Lodi SRTP FY03/04 to FY07/08
- Most recent Triennial Performance Audit
- City of Lodi General Plan (focusing on land use and annexation)
- Latest demographic projections (consult U.S. Census data from 2000, SJCOG, and California Department of Finance)
- Latest regional traffic model

2.2 Demographic Evaluation/Growth Trends

Working directly with City of Lodi staff, we will compile current and projected demographic data to help us understand how the Lodi area is expected to grow in the coming years. We will focus on population, employment, age distribution, availability of

vehicles per household and household income to help us better understand how the area is changing.

Utilizing information discovered in Task 2.1 (from SJCOG, U.S. Census and the Department of Finance), we will also conduct a review of growth in the community that will have an impact on the delivery of transit services over the next five years. This review includes major housing developments and commercial growth. We will map the findings.

These maps will be included in reports and displayed at Public Outreach Meetings. Samples of demographic maps are provided in the Appendix.

2.3 On-Board Ridecheck and Point Check

Nelson\Nygaard will collect detailed stop level ridership data to compile route-by-route performance reports and to guide route level service planning efforts. We propose to conduct a 100 percent ridership count on each Grape Line fixed-route over the course of an average weekday, Saturday and Sunday. We can ensure that a 100 percent survey will provide an accurate count of ridership activity by surveying during the midweek on a typical week when school is in session and redoing any runs that experience operational problems.

Nelson\Nygaard will hire local temporary workers to ride and record boardings and alightings at EVERY bus stop on EVERY trip of EVERY route under the direct supervision of an on-site Nelson\Nygaard ridecheck manager.

In addition, surveyors will also record arrival times at intermediate timepoints along each route. Stop-specific ridership data collected during this effort will be essential for analyzing the overall performance of each route, route activity by time of day and route segment, and capacity by route segment.

2.4 On-Board Passenger Surveys

Through years of experience conducting on-board surveys we have learned to ask questions that allow us to infer a great deal about transit benefits to customers and the community. Fixed-route surveys will be distributed and collected by the same temporary surveyors hired to collect boarding and alighting data. Surveyors will already be riding every hour of service on every fixed-route over the course of an entire weekday and will distribute surveys during the same time period. This will allow them to contact the majority of Grape Line passengers, most of whom likely take one leg of their trip during these hours. Our experience shows that a response rate of 60 percent to 70 percent is typical for this type of survey.

Surveys will solicit information about passenger demographics, passengers' origins and destinations, frequency of use, trip purpose, key destinations, transfer information, access to an automobile, and perceived strengths and weaknesses of the service. An example of an on-board passenger survey is provided in the Appendix.

We will develop a draft of the survey and have City of Lodi staff review it prior to printing. We will also discuss language options of the survey with staff.

Rather than simply state the results, we will analyze the results using cross-tabs of the data to get at the most relevant and revealing information.

2.5 Driver Interviews

Nelson\Nygaard has found that transit drivers can provide front-line insight on service use, problems and opportunities. The driver interview will be conducted in person. Interview questions will gather perceptions on:

- Who is using the services – seniors, youth, students, persons with disabilities or the general public?
- What are the key destinations – important Grape Line and dial-a-ride origins and destinations?
- What are the peaks – trips or times with greatest ridership?
- What are the key comments that passengers tell them about the service?
- What impacts on-time performance and running times – are the schedules tight or adequately relaxed – are there traffic congestion and circulation problems?
- What are the service strengths and weaknesses?

Deliverable: Technical Memorandum #2: Overview of Existing Services and Demographic Maps

Task 3. Community Input

3.1 Public Outreach Meetings

This task will seek to gain feedback from the community and the selected stakeholders about the current transit and paratransit services and the transportation needs of the community. Nelson\Nygaard will work with City of Lodi staff to organize and publicize four (4) Public Outreach meetings over the course of the study. The attendees will be asked to provide input regarding transit needs and recommendations for improving mobility in the area.

We find that an open-house meeting format provides an open and comfortable environment for all participants and leads to honest, productive results for this type of feedback solicitation. Most importantly, the format allows participants to be heard without sitting through an entire meeting. At an open house we would provide a number of stations staffed by one or two consultants and City staff. Each station provides information to participants via presentation boards, video, or maps. Participants can view information at their leisure and talk one-on-one with staff and consultants. The sessions typically last

two to three hours, usually 4:00 to 7:00 PM, so that people can come whenever it is convenient for them and stay only as long as they like.

3.2 Stakeholder Interviews

The purpose of this sub-task is to conduct a series of one-on-one confidential stakeholder interviews to lay the groundwork and give us a more comprehensive context for this transit study. This will allow key stakeholders to speak “off the record” and will allow the interviewer to explore the mobility issues in depth. Up to eight individuals will be interviewed. Some interviews will be in person. Other interviews may be completed by telephone. Prior to the interviews, we will develop a set of interview questions and review it with City of Lodi staff. The interview will be designed in such a way as to solicit information, which responds to core questions, but also allows for open-ended conversation. Some of the topics to be covered are:

- Perceptions about strengths/weaknesses in the fixed-route and paratransit services
- High priority future needs
- Top three priorities for improving transit and paratransit services
- Major constraints in enhancing local and regional services and connections

3.3 Intercept and Internet Survey

We would also like to include in our assessment some sense of the general public’s feelings about transit service, the need for it, willingness to use it and desired improvements. In our opinion the best way to reach the largest number of people in the most cost effective manner is via an email or website survey tool such as **Survey Monkey** (<http://www.surveymonkey.com>). We have used this tool quite effectively on other studies. We understand that the use of an online survey limits responses to those people with access to the internet (home, library, workplace, etc.) but for the information we are trying to gather at this time we feel this is an acceptable tradeoff. We can provide examples of this on request.

An intercept survey of non-riders will be conducted at up to three locations in the Lodi area. Potential locations may include popular public places such as grocery stores, shopping centers, and the public library. The exact locations will be determined during the Project Initiation meeting.

Deliverable:	Technical Memorandum #3: Summary of Public Meetings, Stakeholder Interviews and Non-Rider Survey
Meeting:	Meeting with Staff to discuss next steps and key findings

Task 4. Current Service Performance Evaluation, Transit Demand and Needs Assessment

4.1 Analyze Fixed-Route and Dial-A-Ride Services

Fixed-Route

Utilizing information gathered in the previous Tasks, Nelson\Nygaard will synthesize pertinent ridership and operating information, field observations and the results of public outreach and staff meetings to support a comprehensive review of the Grape Line system. The fixed-route service evaluation will at a minimum cover the following:

- System overview and trends
- Transit rolling stock, facilities and amenities
- Routes and schedules
- Ridership and productivity
- Fare structure and farebox recovery
- Operating expenses and revenues
- Peak hour demand

Our efforts during this subtask will include a review of the last SRTP to identify stated goals and objectives, performance measures, service and other recommendations. We will assess whether recommendations have been implemented, delayed or warrant reconsideration in the new plan.

Lastly, we will evaluate the system's performance measures including farebox recovery ratio, schedule adherence, productivity and efficiency of the service.

Dial-A-Ride

Nelson\Nygaard believes it is important to conduct a detailed analysis of the existing general public Dial-A-Ride ridership and operations. Our approach relies heavily on on-site observation, input from customers, drivers and other staff, and a comprehensive review of system documents, including driver manifests, dispatch logs, reservations, standing orders, service denial and complaint records, on-time performance logs, or other available records as relevant. We prefer to observe dispatch center activity to enhance our understanding of the data, and to become familiar with current practices and procedures governing telephone reservations, trip assignment, and vehicle dispatching.

In addition, we will look at the impacts of operating both a General Public Dial-A-Ride for the City of Lodi and an ADA paratransit system for San Joaquin residents.

During the outreach process, we will talk with key representatives of elderly and disabled residents and others who use the Dial-A-Ride on a consistent basis.

4.2 Operational Issues

This task will be the precursor of developing service recommendations in Task 6. Nelson\Nygaard will conduct a comprehensive analysis of the current bus service and look at possible areas of service expansion including the Reynolds Ranch Annexation, Westside Annexation and the Southwest Gateway Annexation. The evaluation will include potential impacts service expansion would have on the current system. This analysis will look at both current and proposed routes. The analysis will be organized in the following categories:

- **Service Costs.** Are costs for providing Grape Line and Dial-A-Ride services in line with industry standards? How would additional service impact key measures including the farebox recovery ratio and cost per passenger?
- **Service Effectiveness.** Is City of Lodi Transit able to meet productivity and performance standards? How is on-time performance? How would new service impact schedule adherence? Are current standards realistic? Are there reasonable unmet needs to address?
- **Regulatory Compliance.** Is the transit system in compliance with all federal and state regulations, including TDA and ADA requirements? Are there recommendations in the previous triennial performance audit that have not been addressed?
- **Service Contract Documentation.** What is the effectiveness of the existing organizational structure, operating parameters and management reporting requirements?

4.3 Transit Demand and Needs Assessment

The Nelson\Nygaard team will pull together all of the information from the document review, data collection and community input efforts to determine our initial assessment.

We will prepare a series of transit demand projections for Lodi at the five- and ten-year horizons. Demand projections will be based on population projections, current per-capita transit-trip-making, and mode-split assumptions. A thorough review of transit demand will assist with planning for future service and for evaluating potential unmet transit needs for TDA funding purposes. Based on the foundation of knowledge gleaned from previous tasks, this analysis will also examine potentially emerging markets for transit, including social service agencies and surrounding areas currently not served by transit. Transit demand projections will be critical to the development and comparative analysis of potential service scenarios.

Deliverable:	Technical Memorandum #4: Evaluation of Service Performance, Transit Demand and Community Needs
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Task 5. Review and Update Goals, Objectives and Standards

Nelson\Nygaard will work with staff and others as necessary to update the goals and objectives. A complete and effective goal setting process is hierarchical and should encompass the following main elements:

- **Goals** set the tone by establishing the overall policy direction and organization philosophy.
- **Objectives** define each goal in terms of specific programs, actions and outcomes that are attainable and measurable.
- **Performance measures** provide the means for determining whether progress is being made toward achievement of defined objectives. Passive measures are used to monitor service design, and are often qualitative. Active measures are needed to track system performance, and generally are quantifiable.
- **Standards and guidelines** set the level of attainment desired for each performance measure. Standards provide firm thresholds while guidelines offer targets for the transit system to achieve and should be recalibrated annually to reflect changing circumstances in market, funding and operational conditions.

Nelson\Nygaard will maintain continuity by assessing existing goals and objectives in context of the events of the past five years and confirm that they remain relevant for the near future. Where necessary and appropriate, we will recommend adjustments. Similarly, updated service standards and performance measures will be recalibrated to reflect current conditions.

Task 6. Develop Transit Service Plan

Our approach in defining service alternatives is to look at how existing services can be better connected and coordinated to serve the community's needs, building upon the strengths of the existing transit network and addressing any weaknesses. We will work with staff and local representatives to initially define up to three conceptual alternatives to be studied.

We anticipate these alternatives will represent different scales of service delivery. For example, one alternative might show more extensive demand/response or flex-route services that can provide service to a larger area. The alternatives will be defined by key characteristics such as service mode (fixed-route, route deviation, demand response, flex-route), service level (span, frequency), and resource level (annual service hours, cost, peak buses). We will flesh out up to two recommended structures in detail and provide maps, charts and narrative including:

- Route maps showing new routes or route alignments
- Alternative service delivery types, if appropriate
- Operating cost estimates in terms of annual revenue hours and miles
- Vehicle and facility requirements (bus stops, shelters, vehicle types, etc.)

- Effectiveness in meeting transit service goals

In addition, the description will address various issues including increased coordination with surrounding jurisdictions, geographical equity, and integration with local land use plans. We will also address the plan's ability to meet emerging transit needs such as the growing residential community in the annexed areas.

The service recommendations will be included in Technical Memorandum #5 (see Task 7).

Meeting: Meeting with Staff to discuss transit service recommendations

Task 7. Assessment of Transfer Station

Task seven will focus on an assessment of a transfer station in southwestern Lodi. During this task Nelson\Nygaard will develop evaluation criteria which will be used to rank the potential sites. We will work with City staff to develop the criteria which may include, but not be limited to:

- Ability to meet future demand and space to accommodate future needs
- Acquisition cost
- Safety and convenience (operational and personal)
- Impact on operations (deadhead miles, re-routing, operating costs)
- Proximity to trip generators and destinations
- Impacts on ridership (convenience, comfort, personal safety)
- Environmental impacts (traffic, etc.)
- Direct development potential
- Ability to connect with other modes of transportation
- Funding Sources

The assessment will document potential impacts on bus running times, revenue hours, bus pull-outs, traffic and bus circulation, area security, and land use development. Impacts and implications will be organized as opportunities or negative impacts. This task will also include recommendations for amenities for the transfer station.

Deliverable: Technical Memorandum #5: Service Plan, Goals, Objectives and Standards, Assessment of Transfer Station
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Task 8. Marketing Plan

Nelson\Nygaard will review the marketing program currently employed by the City of Lodi. This may include media access, promotions, schedules and maps, incentives, etc. Marketing plans should be developed with specific goals in mind -- increasing transit use, providing better information about existing transit services, coordinating a transit information package, or introducing new transit services. Very often, a combination of these goals is appropriate. We will evaluate the current marketing and outreach program to help identify possible strategies to improve public relations and possibly increase ridership.

Task 9. Capital and Financial Plan

9.1 Develop Operating and Funding Plan

We will begin by projecting operating costs based on the recommended service plan. We will then develop a financial plan that will present operating and capital cost projections in each of the following categories:

- Operating costs by service category
- Capital costs
- Availability of capital funds and local match
- Availability of operating funds and estimated passenger revenues by service category
- Potential availability of new funding sources, including operating revenues, and discretionary capital revenues

As part of the financial plan, we will identify and evaluate existing and potential cost-sharing strategies (or formulas) to pay for services in overlapping jurisdictions.

9.2 Develop Capital Plan

We will identify the vehicle and facility needs to support the recommended transit service plan. This will include the number and type of vehicles required, operational and facility needs and recommendations. We will also identify other capital needs required to support the plan, including the possibility of the southwestern transfer station. Considering availability of capital funding sources, we will recommend capital projects that are necessary for short-term implementation and others that could be phased in when funds become available in the longer-term capital plan.

Task 10. Draft and Final SRTP

10.1 Draft Final Report and Presentation

A draft final report documenting all of the work undertaken in Tasks 1 to 9 will be prepared for review and comment. Ten (10) copies of the report and an electronic Microsoft Word version on a CD will be submitted.

We will present the draft report to the Lodi City Council. After the meeting is complete, we will prepare a summary memorandum outlining key themes and other common concerns that were raised at the meetings.

10.2 Final Report

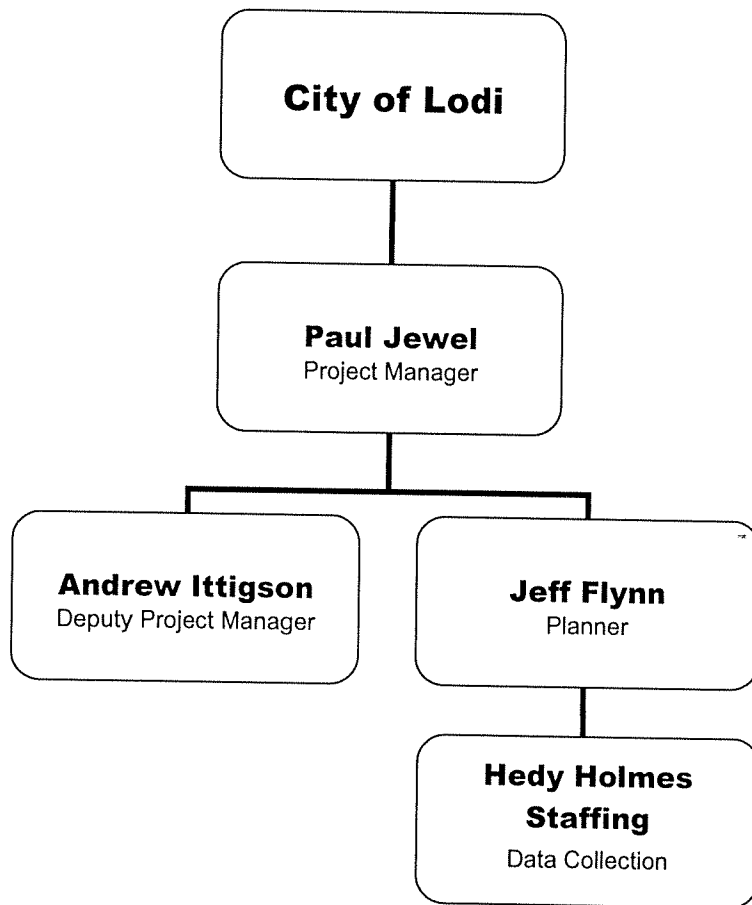
Following review and comment, we will prepare a final SRTP. Nelson\Nygaard will provide twenty-five (25) bound copies of the Final Report and an original copy suitable for duplication, as well as electronic files on CD in Microsoft Word format and Acrobat Reader. We will present the final Plan to the Lodi City Council, if necessary.

Deliverable: Draft and Final SRTP and Presentation

ABOUT THE TEAM

To ensure our management approach is executed properly and meets the needs of this study, we have assembled a team of experts with strong and relevant experience in small city and rural transit evaluation and planning. An organizational chart is presented below followed by cameos of our staff.

Figure 2 Organizational Chart



Paul Jewel, Chief Operating Officer and Principal, will serve as the Project Manager. Paul has been with Nelson\Nygaard for fourteen years, and leads the firm's public transit practice. His main area of expertise includes planning and operational assessments for fixed route systems, shuttles and transit centers. Paul thoroughly understands all aspects of both COA's and Short Range Transit Plans and is an expert in helping different groups come to consensus on transit service and design priorities. Some of his recent and relevant experience includes:

- Capital District Transit Authority (Albany, NY) – On-Call Transit Planning
- Fairfield\Suisun Transit (Fairfield, CA) - SRTP

- Reno Citifare (Reno, NV) – COA/SRTP
- Culver CityBus (Culver City, CA) – Line by Line Analysis
- Vallejo Transit (Vallejo, CA) - SRTP

Mr. Jewel is well-versed in all aspects of transit data collection including passenger surveys and ridechecks, transfer assessments and on-time performance checks. Within the past 30 months Paul and his staff have completed data collection activities for a variety of medium and large transit properties including:

- VIA Metropolitan Transit (500 buses) (San Antonio, TX)
- Foothill Transit (300 buses) (West Covina, CA)
- Omnitrans (180 buses) (San Bernardino, CA)
- WHEELS (75 buses) (Livermore, CA)
- Marin Transit District- Golden Gate Transit (100 buses) (San Rafael, CA)

Andrew Ittigson, Associate Project Manager, will serve as the Deputy Project Manager. As one of the firm's lead service planners, Andrew has worked on or led many small or medium-size transit studies. As deputy project manager, he recently completed a Short Range Transit Plan in Fairfield, California and a Rapid Bus Study in Oakland. For both projects, Andrew was responsible for the development of all work products, including an evaluation of existing services and a five-year service plan based on changing needs. In Fairfield, Andrew was responsible for the review of existing transit services, evaluation of future transit needs and the development of an enhanced service plan. Andrew also was the lead service planner for a five-year transit plan in Flagstaff, Arizona and Transit Development Plan in Las Cruces, NM. Andrew has performed operations analysis and service plans for the Utah Transit Authority, ValleyRide (Boise, Idaho), Union City Transit, Santa Maria Area Transit, and Santa Barbara County.

Before joining Nelson\Nygaard, Andrew worked at the Metropolitan Transit Authority in Houston where he managed various projects including a Title VI evaluation report, the Southeast Houston Bus-Rail interface project and the METRO Emergency Downtown Evacuation Plan.

Jeff Flynn, Associate Project Manager, will serve as the Project Planner. Jeff has assisted in operations analysis and service reviews for the Northern Santa Barbara County Service Plan, the San Francisco County Transportation Authority (SFCTA) Neighborhood Studies, Fairfield/Suisun Transit and Alameda-Contra Costa County (AC Transit) in the San Francisco Bay Area. In addition, Jeff has performed and supervised survey and outreach efforts for the City of Walnut Creek, California; a San Francisco BART parking study; numerous neighborhood studies; the Alameda County (CA) Guaranteed Ride Home Program; and a car-sharing pilot program evaluation. He also supervised the surveying and ridecheck for the AC Transit International Blvd. corridor to support the implementation of rapid bus service.

Jeff's previous work experience includes positions at Unitrans in Davis, California and Yolo County Transportation District (YCTD), also in California. At Unitrans, Jeff oversaw the implementation of the annual bus schedules including spearheading service change initiatives. He reorganized and expanded Unitrans' night service to better serve the city and reduce overcrowding. At YCTD, Jeff assisted in evaluating routes and creating new route concepts for West Sacramento to accommodate the blossoming Southport area.

Hedy Holmes Staffing Service is a full service staffing agency that provides general labor employees to businesses. Hedy Holmes was founded in 1979 in Stockton and has offices in Lodi and Tracy. It is now the largest woman owned business in San Joaquin County and winner of the *Record* newspaper's "Best Employment Agency" award. Nelson\Nygaard will use Hedy Holmes to provide temporary surveyors for the Grape Line ridecheck and survey. Nelson\Nygaard staff will train and supervise the temporary surveyors.

Detailed Resumes are included in the Appendix.

Staff Availability

Our staff has adequate time and availability to meet the requirements of this project. The following table illustrates current commitments for our team:

Name	Percent of Time Available for this Project
Paul Jewel	60%
Andrew Ittigson	70%
Jeff Flynn	70%

MANAGEMENT APPROACH

Nelson\Nygaard's approach to project management is one of strong leadership, attention to detail and continuous quality assurance procedures. We use a variety of management tools to ensure that the project comes in on time and on budget.

Project Management Software

Our primary method for monitoring and managing projects internally is a program of project management and budgeting software called MAS 90. This powerful tool allows the Project Manager to manage projects in numerous ways, including the ability to set budgets by task (or subtask) and determine exactly how much has been billed to a specific task or phase of the project.

In addition to MAS 90, Nelson\Nygaard develops a timeline for each project that identifies specific deliverable dates for all tasks, staff responsibilities and dates for all presentations and meetings with the client and/or public.

Progress Reports

Our Project Manager will send a monthly progress report identifying the total number of hours worked, the specific tasks and accomplishments, and the remaining project budget. This monthly report also discusses the status of all tasks, hours remaining for each task and estimated completion date of future tasks. Comprehensive progress reports will be submitted every quarter.

Client Contact

Clear, concise and regular communication between our team and City of Lodi members is absolutely essential for a successful plan. Our Project Manager will serve as the primary point of client contact and will be responsible for ensuring the quality of all project deliverables. Paul Jewel is to be supported by Andrew Ittigson who will provide project management support and serve as a secondary contact.

Consistency and Quality Control

It is not uncommon to have several team members review a document before presenting a draft version to the client. All Nelson\Nygaard staff members will report directly to the Project Manager for all scheduling, coordination and administrative issues. We regularly copy all members of the team when communicating between project participants.

Communication

Over the years, Nelson\Nygaard has developed an informal, but highly effective means of communication among team members. All professional staff proposed for this project have worked closely together in the past. To ensure a high level of communication within the team and carry it over to the client, we will:

- Hold an internal team “kick-off” meeting to explain the project in detail to team members. The goal of the kick-off meeting is to ensure that all team members understand the complexities of the project throughout its scheduled progression.
- Conduct meetings throughout the project to appraise the status of each task and to resolve any potential issues. These meetings will allow our Project Manager to evaluate the proposed progress of the study with the status of specific team member tasks. Adjustments to the project schedule only occur with explicit direction from City of Lodi staff.

Figure 3 Project Delivery Schedule

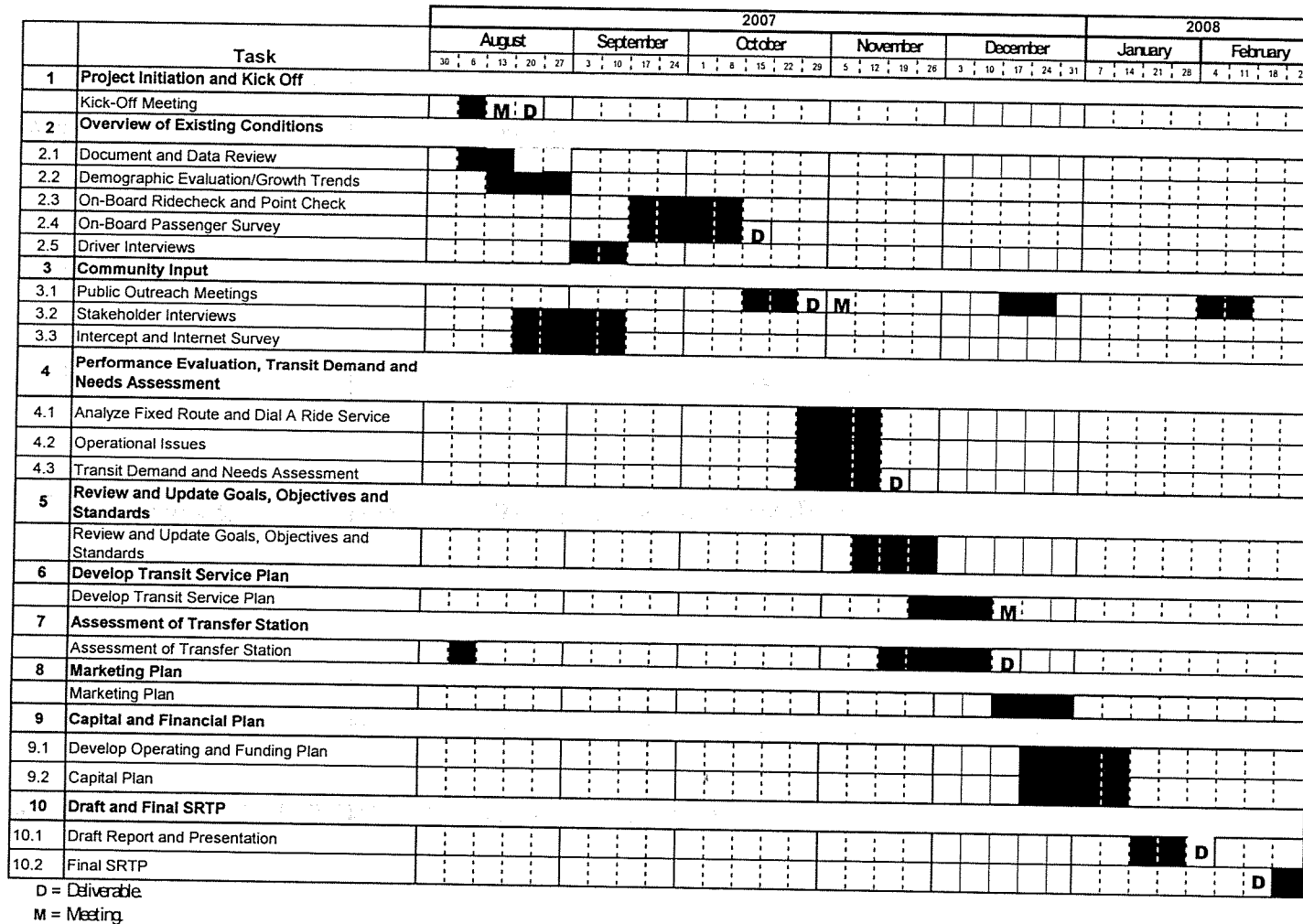


Figure 4 Project Budget

		P Jewel Principal	A Ittigson APM	J Flynn APM	GIS/Graphics Support Service										
NN Overhead (120%)		\$61.98	\$39.25	\$39.25	\$35.12		TOTAL Staff Hours	Total Labor Cost ⁽¹⁾	Sub Consultant (Hedy Holmes)	Direct Expenses			Total Direct Cost	Total Cost	
Firm Profit (10%)		\$74.38	\$47.10	\$47.10	\$42.14	Mail, Phone				Copies	Printing ⁽¹⁾				
Total Billing Rate		\$150.00	\$95.00	\$95.00	\$85.00										
Task 1 Project Initiation															
Kick-Off Meeting		6	6				12	\$1,470			\$80	\$10	\$10	\$100	\$1,570
Task 2 Overview of Existing Conditions															
2.1	Document and Data Review		4	4			8	\$760				\$5	\$10	\$15	\$775
2.2	Demographic Evaluation/Growth Trends	2	2	6		14	24	\$2,250					\$10	\$10	\$2,260
2.3	On-Board Ridecheck and Point Check		10	32		12	54	\$5,010	\$2,500	\$125		\$10	\$75	\$210	\$7,720
2.4	On-Board Passenger Survey		10	30		4	44	\$4,140	\$2,000	\$150			\$125	\$275	\$6,415
2.5	Driver Interviews		4	8			12	\$1,140				\$5	\$10	\$15	\$1,155
Task 3 Community Input															
3.1	Public Outreach Meetings	4	28	18		6	56	\$5,480		\$200	\$25	\$125	\$350		\$5,830
3.2	Stakeholder Interviews	2	12	8		2	24	\$2,370		\$70	\$10	\$25	\$105		\$2,475
3.3	Intercept and Internet Surveys	2	10	12		6	30	\$2,900	\$400	\$100	\$10	\$75	\$185		\$3,485
Task 4 Performance Evaluation, Transit Demand and Needs Assessment															
4.1	Analyze Fixed Route and Dial-A-Ride Service	6	10	4		4	24	\$2,570				\$5	\$5	\$10	\$2,580
4.2	Operational Issues		8	4			12	\$1,140						\$0	\$1,140
4.3	Transit Demand and Needs Assessment	4	12	2			18	\$1,930				\$15		\$15	\$1,945
Task 5 Review and Update Goals, Objectives and Standards															
Review and Update Goals, Objectives and Standards		4	8	4			16	\$1,740				\$10	\$0	\$10	\$1,750
Task 6 Develop Transit Service Plan															
Develop Transit Service Plan		8	10	10		4	32	\$3,440		\$70	\$10	\$25	\$105		\$3,545
Task 7 Assessment of Transfer Center															
Assessment of Transfer Center		6	8	10			24	\$2,610		\$50				\$50	\$2,660
Task 8 Marketing Plan															
Marketing Plan		4	6	4			14	\$1,550				\$10		\$10	\$1,560
Task 9 Capital and Financial Plan															
9.1	Develop Operating and Funding Plan	6	6	10			22	\$2,420				\$10	\$10	\$20	\$2,440
9.2	Capital Plan	8	8	6			22	\$2,530						\$0	\$2,530
Task 10 Final Transit Plan															
10.1	Draft Report and Presentation	4	12	4		4	24	\$2,460		\$100	\$10	\$200	\$310		\$2,770
10.2	Final SRTP	4	4	4		4	16	\$1,700				\$10	\$350	\$360	\$2,060
TOTAL		70	178	180		60	488	\$49,610	\$4,900	\$945	\$155	\$1,055	\$2,155		\$56,665

APPENDIX A

RESUMES

Paul Jewel

Principal

Mr. Jewel is an experienced Project Manager and Lead Planner who has developed a track record of implementing successful projects for a variety of clients up and down the West Coast.

Master of Public Administration with Emphasis on Urban Policy and Transportation,
San Francisco State University

Bachelor of Arts, History/Political Studies,
Pitzer College

Experience

Nelson\Nygaard Consulting Associates Inc.

*Associate, Senior Associate 1993-1999;
Principal, 1999-Present*

- Large System Operational Assessments for clients such as Fresno Area Express (FAX), Spokane Transit Authority, Livermore Amador Valley Transit Authority, South Coast Area Transit and Omnitrans. These studies tend to focus on opportunities for increasing ridership and improving productivity without necessarily increasing revenue hours and/or peak vehicle requirements.
- Small City and Rural System Short Range Transit Plans for Tulare County Transit, Stanislaus County, South County Area Transit, the City of Tracy and similar size operations. These studies typically cover a variety of issues and tasks including assessments of transit need, customer and general public outreach, marketing, service planning and financial planning.
- Transit Center Operational Assessments for clients such as the City of Vallejo, the City of Visalia, Spokane Transit Authority and the City of Santa Rosa. For this type of project Mr. Jewel is typically asked to address specific operating questions like "what happens to the system if the transit center is moved to a new location" or "is it possible to improve the operational efficiency of our existing facility."
- Shuttle and "Hybrid" System Evaluations for the City of San Leandro, the City of Ventura, the City of Vallejo, Mare Island Naval Base, and the Livermore Amador Valley Transit Authority. These studies frequently involve assessing the potential for new shuttle sources (commuters, shoppers and tourists) or they might involve an assessment of the potential of incorporating new "hybrid" services like DART (Direct Access Rapid Transit) into an existing transit system network.
- Alternative Fuel Assessments for clients like the Solano Transportation Authority, the City of Union City and Foothill Transit. For these clients Mr. Jewel prepared "White Papers" which helped them tackle some of the basic issues related to fuels such as: "What are some of the realistic options", "How quickly could a new fueling option be implemented" and "What are the general operating and capital costs involved with switching to a new fuel?"
- Performance Audits of the City of Paso Robles, the Mendocino Transit Authority and a variety of other small and medium size systems.
- Surveys and Data Collection efforts including on-board passenger surveys, passenger boarding counts, telephone surveys and intercept surveys.
- Stakeholder Interviews and Focus Groups with business leaders, politicians, citizens groups and the general public.

Small City and Rural Transit Operations

- Stanislaus Council of Governments Regional Transit Study, Project Manager. Developed a regional plan for coordinating separate transit services within county. Evaluated and developed regional transit goals and objectives.
- Visalia Route Structure and Schedule Planning, Project Manager. Responsible for pointcheck. Using new and existing data, developed route structure recommendations to maintain schedule adherence.
- Tulare County Intercounty Transit Implementation Plan, Project Manager. Using an assessment of intercounty travel demand, responsible for developing operating and implementation plans for intercounty services. Developed multi-jurisdictional funding and operating agreements.
- Glenn County's Transit Implementation Assistance Program, Project Manager. Provided implementation assistance for the start-up of the new intercounty service.
- Douglas County Oregon: Transit Feasibility Study, Project Manager and Service Planner
- Eastern Nevada County's Transit Development Plan, Project Manager
- Western Nevada County's Transit Development Plan, Project Manager and Service Planner. Revised fixed route network in order to improve productivity and efficiency and to expand service to non-traditional transit markets.

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Paul Jewel

Page 2

- City of Dinuba's Transit Implementation Plan, Project Manager and Service Planner. Recommended switching service from a City operated system to a more effective County operated system.
- South County Area Transit's Short Range Transit Plan, Project Manager and Service Planner. Revised fixed route network to improve productivity, efficiency and connections to regional services.
- Amador County: Study of Intercounty Transit Alternatives, Project Manager and Planner. Designed a new intercounty commute service linking Amador County with Sacramento.
- Glenn County's Transit Implementation Plan, Project Manager and Planner. Designed a new intercounty service linking Willows, Orland, and Chico.
- City of Bend Oregon's Transit Development Plan, Planner. Prepared an alternative fuels analysis recommendation for this proposed service.

Articles and Presentations

- "Direct Access Responsive Transit" – Paper, CTA Conference, 1997
- "Sunline Transit - Social Service Transportation Resource Center" Presentation at CalACT's Fall 1998 Conference

Andrew Ittigson

Associate Project Manager

Expertise in fixed route service planning. Andrew has experience in GIS, data analysis and a strong background in transportation issues.

Master of Community and Regional Planning, Specialization in Transportation Planning,
University of Texas at Austin

Bachelor of Arts, History,
University of Texas at Austin

Experience

Nelson\Nygaard Consulting Associates Inc.

Associate Project Manager, 2003–Present

- **Salt Lake County Bus Study.** Restructuring of the entire 300+ vehicle bus system in an effort to provide more efficient service with better connections to activity centers and light rail stations. Developed a costing model to project future revenue hours and operating costs. Worked with the core planning team in redesigning routes and schedules for UTA buses in the central business district. Administered ridership projection model to forecast future ridership trends in the UTA system.
- **AC Transit San Pablo Corridor Rapid Bus Study.** Completed a system performance overview of all the routes serving the San Pablo corridor. Compared ridership results and survey data before and after the introduction of Rapid Bus service. Managed two phases of the ridecheck and passenger survey on Route 72R.
- **Union City Transit, Transit Alternatives Study.** Served as Deputy Project Manager for the Transit Alternatives Study. Identified marketing, service and fare improvements that would meet the goal of increased ridership for the Union City Transit system. Facilitated public meetings.
- **ValleyRide Regional Operation and Capital Improvement Plan (Boise, ID).** Coordinated a system-wide ridecheck for all fixed-routes. Planned the restructuring of bus routing in the Boise area. Facilitated meetings of transit providers and stakeholders introducing future plans for Boise bus service. Created conceptual schedules and assisted with mapping of the short-range bus service plan.
- **City of Benicia Short Range Transit Plan.** Served as Deputy Project Manager for an update to Benicia's SRTP. Worked with city staff to develop a new route structure, including flex routes and commuter express service. Facilitated stakeholder interviews and public outreach meeting. Coordinated and administered ridecheck and passenger survey.
- **Las Cruces, New Mexico Transit Development Plan.** Assisted with the development of a short range service plan for the nine route system based on existing revenues. The service plan provided two-way service with clock faced headways and introduced three alternatives for a new downtown transit center.
- **Flagstaff Five-Year Transit Plan.** Worked with the core planning team to develop three service alternatives based on future dedicated tax scenarios. Facilitated public outreach meetings and prepared a comprehensive peer review.
- **Caltrans Rail Right of Way Service Update and Evaluation.** Identified the existing active and abandoned rail corridors in California. Evaluated the potential of future passenger service and bike trails in the rail corridors. Facilitated rail segment identification process using ArcGIS.
- **Alameda County Guaranteed Ride Home Program.** Manage the administration, marketing and annual program evaluation for the Alameda County CMA Guaranteed Ride Home program.
- **Sacramento Intermodal Facility Project.** The project evaluated potential funding sources for the restoration of an historic train station in downtown Sacramento. Researched and submitted recommendations for historic preservation and brownfields grants and possible tax credit funding strategies.
- **Santa Maria Area Transit Short Range Transit Plan.** Supervised system-wide ridership count. Analyzed and mapped (using ArcGIS) existing and proposed bus service.

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Andrew Ittigson

Page 2

Previous Experience

METRO Transit Authority, Houston, TX

Transit Planner II, 2002–2003

- Assisted in the development of service plans, including new routes and modifications to existing routes to improve productivity
- Managed and organized the Southeast Houston Bus Rail Interface Project
- Managed the Title VI evaluation project which compared METRO bus service standards in minority census tracts to non-minority census tracts

Texas Department of Transportation (TxDOT), Austin, TX

Planning Assistant, 2001–2002

- Evaluated Transportation Improvement Programs and long-range plans for all MPOs in the State of Texas. Verified the plans in accordance with state and federal standards.

Presentations

“California Statewide Rail Right of Way and Abandoned Corridor Evaluation” –

Presentation at ESRI Regional User Group – March 2006, Honolulu
ESRI International User Conference, August 2006, San Diego

Jeff Flynn

Associate Planner

**Bachelor of Science,
Managerial Economics,**
University of California, Davis

Bachelor of Arts, Geology,
University of California, Davis

Experience

Nelson\Nygaard Consulting Associates Inc.

Associate Planner, 2005–Present

- **Mountain Area Regional Transit Agency (MARTA) and Morongo Basin Transit Agency (MBTA) Operations Analysis.** Led the ridecheck, survey, and analysis on all MARTA and MBTA routes. Assisted in cataloging all existing services and operating performance measures on both services. Lead planner in developing transit alternatives to improve on-time performance, provide shorter travel times, and better service in the communities.
- **Fairfield/Suisun Transit Short Range Transit Plan.** Led the ridecheck, survey, and analysis on all Fairfield/Suisun Transit routes. Assisted in cataloging all existing services and operating performance measures. Assisted in developing transit alternatives to improve on-time performance and service in the cities.
- **Western Kern County Transportation Development Plan.** Cataloged all existing conditions for the Cities of Wasco, Shafter, and McFarland. Interviewed city staff and solicited feedback from stakeholder groups.
- **Bay Area Owl Bus Service.** Assisted in the on-going coordination and budgeting for the Bay Area 24-hour bus network launched in March 2006. Helped design, organize, and assemble information for the bus system map and schedule.
- **Northern Santa Barbara County Transit Plan.** Cataloged all existing services in Santa Barbara County and compiled operating performance measures. Led outreach effort and survey in Northern Santa Barbara County.
- **Transportation Cooperative Research Board Report 30: Transit Scheduling: Basic and Advanced Manual Update.** Led the literature review and created a database of resources available. Administered survey, analyzed results, and created report of 55 transit agencies across the country focusing on current transit scheduling practices.
- **Project ACTION Status on the Use of Wheelchairs on Public Transportation.** Led the literature review and created a database cataloging resources. Created and administered a survey of mobility aid users and analyzed the results.
- **Alameda County Guaranteed Ride Home.** Aided in managing the administration and marketing for the Alameda County CMA Guaranteed Ride Home Program. Administered survey of program participants in 2005 and 2006. Assisted in writing the 2005 and 2006 annual review of the program.
- **RideNow!** Assisted in the managing and marketing for the RideNow pilot program for the Alameda County CMA. Oversaw day-to-day operations of the program.

Previous Experience

Unitrans

Administrative Manager, 2003–2005

- Supervised the planning and preparation of the comprehensive Unitrans bus schedules for 2004-05 and 2005-06.
- Developed methods to expand service, and make it more cost-effective and/or more reliable.
- Assessed operational problems in a system with a productivity of over 45 passengers per revenue hour.

Yolo County Transportation District

Planning Intern, 2004-2005

- Created and conducted passenger surveys for multiple fixed routes and the City of West Sacramento.
- Assisted in the planning and review of new and current routes.

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APPENDIX B

FIRM QUALIFICATIONS

Nelson\Nygaard

consulting associates

A Different Kind of Transportation Planning

Nelson\Nygaard Consulting Associates Inc., headquartered in San Francisco, California, is distinguished by its commitment to planning transportation systems and identifying mobility improvements that help build and support *vibrant, sustainable* communities.

A fully multi-modal approach, drawn from the real world experiences of industry specialists, is a hallmark of every Nelson\Nygaard project. Covering all modes of transportation, we specialize in transit, transit-oriented development, accessibility and tools that balance the needs of each mode.

Since its inception in 1987, Nelson\Nygaard has grown into a nationally recognized firm with four offices covering North America. Today, our personnel work with a wide variety of clients including public transit operators, regional and state planning organizations, city and county municipal departments and private sector customers.

Transportation Specialists in:

Transit Service

Accessible and Specialized Transportation

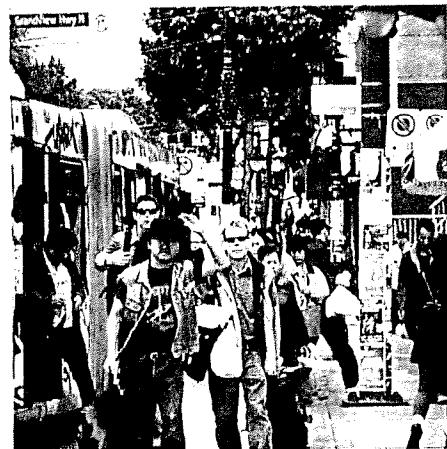
Multi-Modal Transportation

Smart Growth Projects and TOD

Program Management

Financial Planning

Public Participation and Information



Public Participation and Information

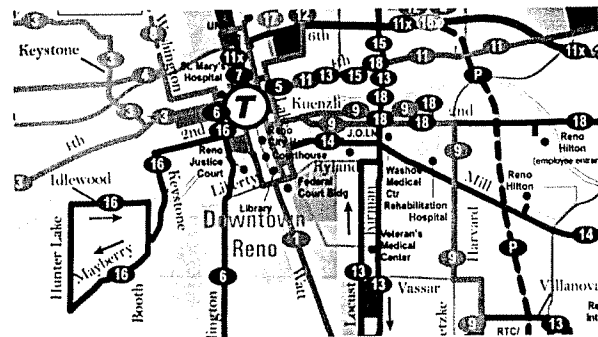
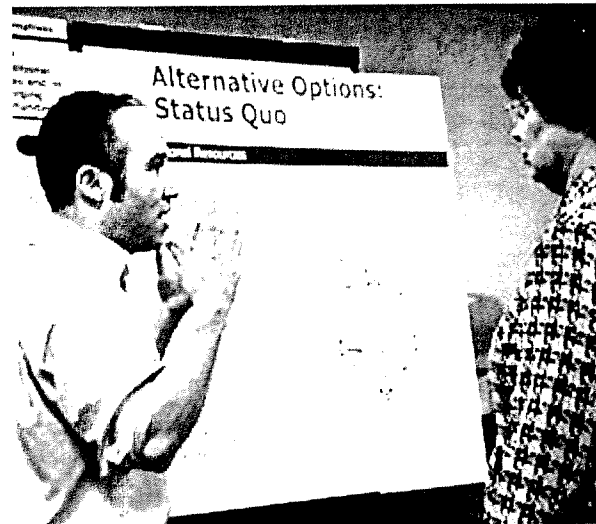
Getting the Public Involved

Soliciting, gathering and presenting information are at the root of successful transportation planning projects. The continued strength of our accomplishments at Nelson\Nygaard hinge on keeping stakeholders informed and involved in the process to build planning strategies that support vibrant communities and transportation systems.

Our facilitators understand public transportation's role in the community. Whether in a focus group or public meeting, our objectivity, paired with an extensive knowledge of the issues, enables us to ask the right questions to get the critical answers. We listen to diverse participants, sort out the issues, and build consensus to assist communities to make tough decisions about their transportation priorities.

Although collecting and analyzing data is critical, we also offer the best strategies for sharing information with elected officials, stakeholders and the public. We prepare training programs, marketing campaigns, presentations, well-designed and easy-to-understand reports and informational materials for print and web applications.

Our GIS analysts and cartographers develop maps that articulate complex information clearly. Because we understand how to make transit readable and appealing, numerous transit agencies are currently using route maps and informational materials designed by Nelson\Nygaard.



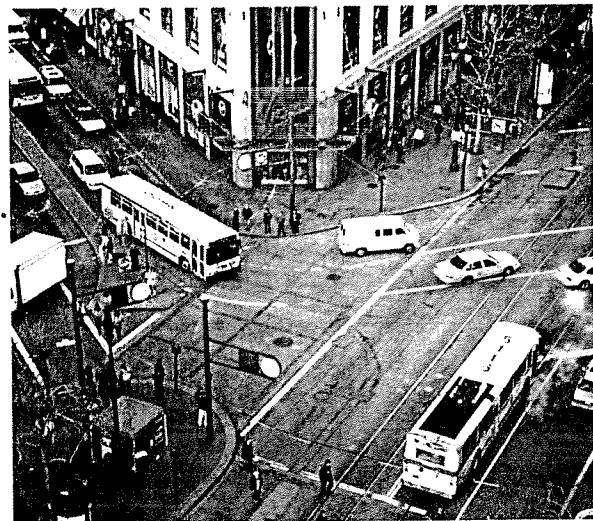
Transit Services

Evaluation, Planning and Operations

Nelson\Nygaard has an extensive history of helping clients restructure and reallocate their resources to improve ridership, productivity and customer satisfaction. Our experience with bus and rail systems is broad-based, and covers the entire range of operations, from small, 2-bus systems in rural counties, to complex urban networks with 2,000 buses, to historic streetcar systems. In addition, we are especially adept at enhancing connectivity in complex multimodal environments like San Francisco, Los Angeles and Seattle.

Our approach is quite simple. For every client, we develop a comprehensive and dynamic plan that builds upon the unique characteristics of that particular system. Each of our plans, from Short Range Transit Plans to Comprehensive Operations Assessments to Corridor Studies, demonstrates our understanding of the local environment, existing transit services, funding, potential demand, community needs, vehicle technology, system design, operations, facilities, amenities and information systems.

Identifying "community needs" is just one of the things that makes our firm both unique and innovative. Our planners understand how to navigate a community's intricate politics and geography in order to build consensus on strategies that effectively serve many interests. We are able to do this by using a variety of public outreach methods including community open houses, stakeholder forums and our own planning exercise called "The Smithville Game."



Paratransit Planning and ADA Compliance

Nelson\Nygaard's Principals in the field of paratransit have collectively completed over 70 planning and ADA compliance projects. The firm's commitment to transit systems that reflect the civil rights of people with disabilities is balanced by a full cognizance of the operational and financial realities of paratransit planning.

Operations Planning

Each of the firm's senior staff members in the paratransit sector has over 20 years of experience in paratransit operational planning. Nelson\Nygaard's operations plans fully integrate conflicting needs and build on community consensus and the diverse interests of stakeholders.

Policy

The firm's extensive national experience allows us to share our knowledge of best practices from dozens of transportation agencies. Nelson\Nygaard brings to policy development a thorough understanding of the real-life implications of different policies on consumers and on paratransit performance.

Compliance

All Nelson\Nygaard senior staff members in the paratransit field have been engaged with this issue since before the passage of the ADA, and were heavily involved in the early development of ADA compliance; we provide a deep, nuanced understanding of the complexities of ADA regulations and how these translate to fixed route and paratransit operations.

Research

David Koffman, together with Richard Weiner and Will Rodman, leads the firm's research practice. His reputation is built on national and regional research that has had a significant impact on accessible transportation policy, implementation and operations at local levels.

Recent Projects Include:

Access Services, Los Angeles, California

Annual Performance Evaluations

Federal Transit Administration, Civil Rights Office

Chicago ADA Paratransit Client Compliance Assessment

City and County of Honolulu, Hawaii

Paratransit Service Study



Rural and Intercity Transit

In rural communities with limited transportation options, transit provides lifeline mobility connecting people with services. Nelson\Nygaard designs successful systems that address the challenges of rural and intercity transit (long distances, minimal funding, limited road networks).

Our plans typically include:

Data Collection/Community Outreach

Nelson\Nygaard assesses the real transportation needs of rural and small communities. We combine analysis of census data and current transportation use with comprehensive community outreach: visiting community centers, hospitals, clinics, social service agencies, and tribal communities to determine specific local concerns.

Service and Operations Planning

Our firm develops short- and long-range plans that balance the need for point-to-point transportation services with the need to maximize system efficiency and resource allocation. Nelson\Nygaard creates plans with the full expectation that they will be put into service. Whether the firm is hired to enhance an existing system or build a new system from scratch, we will see the plan through implementation.

Financial Planning

No plan is complete without funding and costing components; all Nelson\Nygaard plans include projections for revenue, capital requirements and a complete 5 to 20 year financial and capital plan. Obtaining operations and capital funds for rural transportation can be challenging; we will help you navigate the funding and grant process to locate new sources of funds.



Recent Projects Include:

Glenn County

Short Range Transit Plan

Kern County

Regional Rural Transit Study

Eastern Sierra

Public Transportation Study

Urban and Suburban Transit

Transit plays a critical role in maintaining mobility and enhancing livable communities. Nelson\Nygaard has vast experience crafting short- and long-range plans for diverse transit systems. Our process responds to the unique needs of each community; from established high density urban areas to lower-density suburban neighborhoods. Projects typically include:

Data Collection

A precise snapshot of current transit activity is the foundation for all planning. We begin the planning process with ridechecks, surveys, and on-time performance evaluations.

Service Planning and Network Design

Our commitment to public outreach sets us apart. Nelson\Nygaard combines a thorough understanding of data collection and analysis with the unique ability to uncover what makes a community tick. Working with stakeholders, politicians, and citizen-planners, we use our *Smithville Planning Game*® to collectively create a conceptual network that reflects local values and needs.

Connectivity and Transfers

Nelson\Nygaard designs systems that make transferring as seamless as possible for passengers, balancing the need for a one-seat ride with the efficiency of timed transfers.

Operations Planning

Nelson\Nygaard creates plans fully expecting that they will be put into service. We develop practical implementation strategies that meet the needs of operational and scheduling staff.

Financial and Capital Planning

No plan is complete without funding and costing components; all Nelson\Nygaard plans include projections for revenue, capital requirements and a complete 5 to 20 year financial and capital plan.

Recent Projects Include:

Culver City, California

Line-By-Line Analysis

San Antonio VIA

Comprehensive Service Assessment

Livermore/Amador Valley

Short Range Transit Plan



Surveys and Data Collection

Comprehensive, accurate data collection and survey efforts lay the foundation for all transportation studies. Nelson\Nygaard develops a collection strategy that best fits a project and its budget. The firm offers expertise in all stages of the process, from training staff and organizing the collection to tabulating and analyzing data.

On-Board Surveys

Nelson\Nygaard has conducted on-board passenger surveys all over the country, from major metropolitan transit systems to small rural lines. To ensure the highest level of quality control, the firm handles all aspects of the survey process: designing surveys, hiring and supervising data collection crews, and performing ridechecks and evaluations.

General Public Telephone, Web-Based and Intercept Surveys

Often, projects require us to survey both transit patrons and non-users. Nelson\Nygaard has successfully conducted phone-based and web-based surveys, using random or demographically-focused sampling, to collect information from the general public.

Employer and TDM Surveys

Nelson\Nygaard designs surveys for large companies to gather specific information about employee commute patterns. Understanding this data helps employers motivate employees to use alternative modes of transportation.

Travel and Transportation Models

Nelson\Nygaard has experience collecting data in the field from motorists, truckers, rail and air passengers. Using web-based surveys, focus groups and travel diaries, our data can be used to create or update regional travel models.



Now, help us by showing how you would make the following choices to attract more riders:

1. How important is it to you that the transit system be able to provide a safe and secure environment for riders?	2. How important is it to you that the transit system be able to provide a comfortable and convenient environment for riders?
3. How important is it to you that the transit system be able to provide a fast and efficient service?	4. How important is it to you that the transit system be able to provide a reliable and consistent service?
5. How important is it to you that the transit system be able to provide a variety of transit options?	6. How important is it to you that the transit system be able to provide a high level of customer service?

Recent Projects Include:

San Antonio VIA

Comprehensive Operations Analysis

Marin County Transit District

Short Range Plan

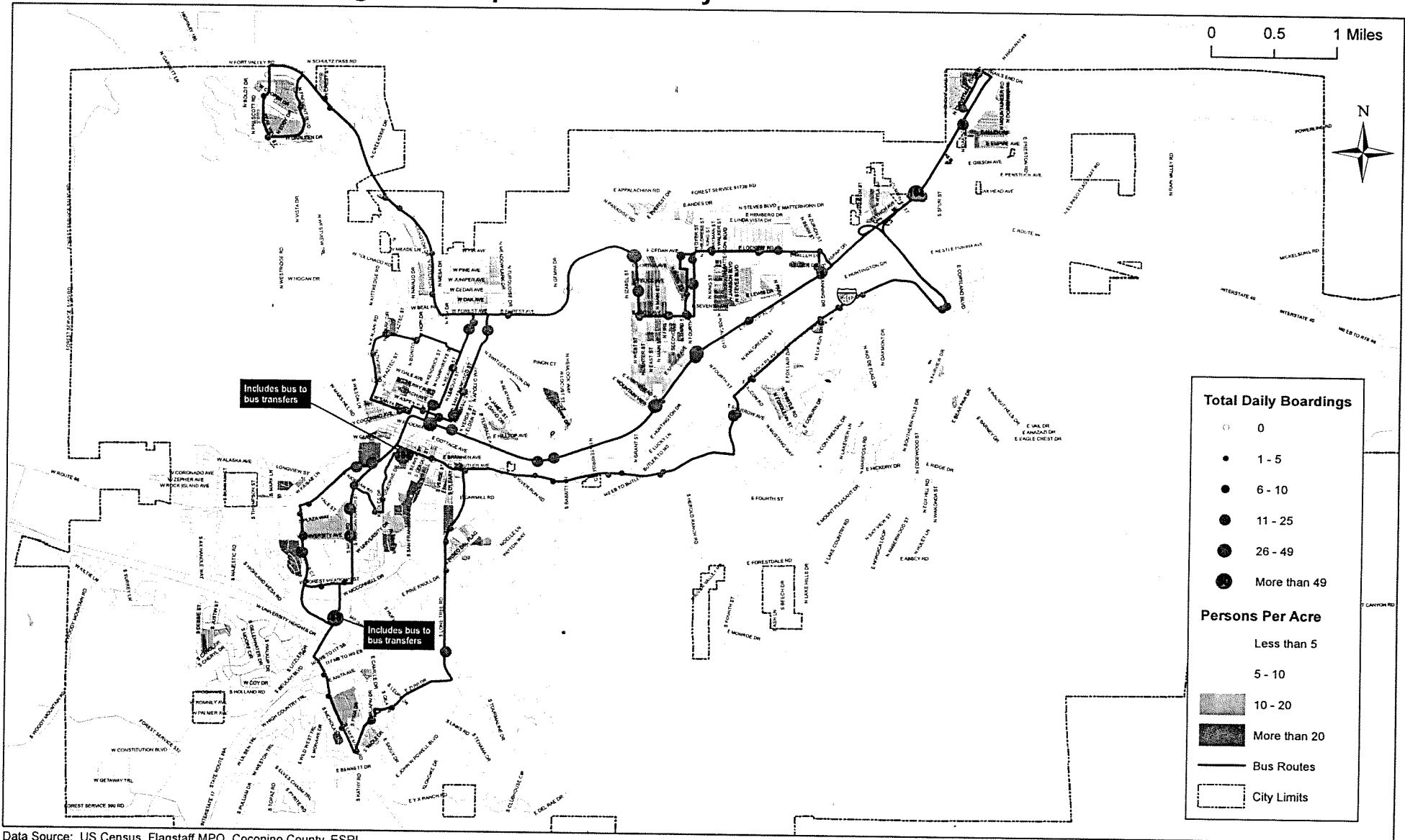
Culver City, California

Line-by-Line Analysis

APPENDIX C

SAMPLE DEMOGRAPHIC MAPS

Mountain Line Boardings and Population Density



Data Source: US Census, Flagstaff MPO, Coconino County, ESRI
Data Shown by Census Block

Union City Transit Passenger Survey



Union City Transit is conducting this brief survey on bus services. Your responses are very important for planning bus services and making improvements to existing services. Please complete this survey **while you are on the bus** and return the form to the surveyor. Your answers are completely confidential.

You only need to complete this survey one time. If you are offered this survey on another bus, you do not need to fill it out.

Starting Point

1. Where are you coming from? (✓ check one)

- | | |
|---|--|
| <input type="checkbox"/> Home | <input type="checkbox"/> Work |
| <input type="checkbox"/> Shopping | <input type="checkbox"/> Medical/healthcare |
| <input type="checkbox"/> Recreation/social visit | <input type="checkbox"/> Personal business/errands |
| <input type="checkbox"/> School/college (name: _____) | |
| <input type="checkbox"/> Social services | |
| <input type="checkbox"/> Other (where? _____) | |

2. What is the location of that place?

Street Address/Name or Landmark (like Union Landing)

Cross Street

City

3. How did you get to the bus stop where you boarded? (✓ check one only)

- ☐ Transferred from another bus (which route? _____)
- ☐ Transferred from BART
- ☐ Walked (how many minutes? _____)
- ☐ Drove (how many miles? _____)
- ☐ Someone gave me a ride to the bus stop
- ☐ Rode bicycle (how many miles? _____)
- ☐ Other (how? _____)

4. Where did you get on this bus?

Street Address/Name or Landmark (like Union Landing)

Cross Street

City

9. How often do you ride Union City Transit buses?

(✓ check one)

- | | |
|--|--|
| <input type="checkbox"/> This is my first time | <input type="checkbox"/> 3-4 days a week |
| <input type="checkbox"/> Less than once a week | <input type="checkbox"/> 5 days a week |
| <input type="checkbox"/> 1-2 days a week | <input type="checkbox"/> 6-7 days a week |

10. How long have you been a Union City Transit rider?

(✓ check one)

- | | |
|---|---|
| <input type="checkbox"/> Less than 6 months | <input type="checkbox"/> 3 to 5 years |
| <input type="checkbox"/> 6 to 12 months | <input type="checkbox"/> 6 to 9 years |
| <input type="checkbox"/> 1 to 2 years | <input type="checkbox"/> 10 or more years |

Ending Point

5. Where are you going to now? (✓ check one)

- | | |
|---|--|
| <input type="checkbox"/> Work | <input type="checkbox"/> Home |
| <input type="checkbox"/> Shopping | <input type="checkbox"/> Medical/healthcare |
| <input type="checkbox"/> Recreation/social visit | <input type="checkbox"/> Personal business/errands |
| <input type="checkbox"/> School/college (name: _____) | |
| <input type="checkbox"/> Social services | |
| <input type="checkbox"/> Other (where? _____) | |

6. Where will you get off this bus?

Street Address/Name or Landmark (like Union Landing)

Cross Street

City

7. How will you complete this trip? (✓ check one only)

- ☐ My trip is complete when I exit this bus
- ☐ Transfer to BART
- ☐ Transfer to another bus (which route? _____)
- ☐ Walk (how many minutes? _____)
- ☐ Drive (how many miles? _____)
- ☐ Someone will pick me up at the bus stop
- ☐ Ride bicycle (how many miles? _____)
- ☐ Other (how? _____)

8. What is the location of the place you are going to?

Street Address/Name or Landmark (like Union Landing)

Cross Street

City

11. How would you have made this trip if you couldn't ride the bus? (✓ check one)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Would not have made this trip | <input type="checkbox"/> Walk |
| <input type="checkbox"/> Drive alone | <input type="checkbox"/> Taxi |
| <input type="checkbox"/> Get a ride | <input type="checkbox"/> BART |
| <input type="checkbox"/> Carpool | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Bike | |

12. How did you pay for this trip?

- | | |
|--|---|
| <input type="checkbox"/> Adult cash fare | <input type="checkbox"/> Punch Pass |
| <input type="checkbox"/> Senior/Disabled cash fare | <input type="checkbox"/> Ticket |
| <input type="checkbox"/> Monthly Pass | <input type="checkbox"/> Transfer from: _____ |

Over →

13. How many motor vehicles (cars, trucks) are available to members of your household?

- ☐ None ☐ Three
☐ One ☐ Four
☐ Two ☐ Five or more

14. Was a car available to you for this particular trip?

- ☐ Yes ☐ No
☐ Yes, but with inconvenience to others

15. What improvements would help you choose to ride the bus more often? (✓ check no more than three)

- ☐ More frequent bus service
☐ Earlier morning service (begin when? _____)
☐ Later evening service (until when? _____)
☐ More Saturday service
☐ More Sunday service
☐ Easier transfers between bus routes
☐ Better on-time performance
☐ Better connections to BART
☐ Service to _____
☐ Other: _____

16. Please rate Union City Transit bus service on each of the following:

	Excellent	Good	Fair	Poor	No Opinion
a. On-time performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Seating on bus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Frequency of service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Driver courtesy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Rider information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Information at bus stops	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Cleanliness of vehicles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Safety/security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Ease of transfers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. System easy to understand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Fares (cost)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Overall bus service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. What is the best way for Union City Transit to get information to you? (✓ check no more than three)

- ☐ Newsletter ☐ Mail
☐ Information at bus stops ☐ E-mail
☐ Notice on bus ☐ Brochure
☐ Union City Transit Web Site
☐ Newspaper (which paper? _____)
☐ Radio (which station? _____)
☐ Other (explain: _____)

Tell us a little about yourself

18. Have you completed a survey like this one on another trip?

- ☐ Yes ☐ No

19. How old are you?

- ☐ Under 13
☐ 13-17
☐ 18-24
☐ 25-34
☐ 35-44
☐ 45-54
☐ 55-64
☐ 65 or older

20. Are you?

- ☐ Male ☐ Female

21. Are you? (✓ check more than one if necessary)

- ☐ Employed full-time
☐ Employed part-time
☐ Not currently employed
☐ Student
☐ Retired
☐ Visitor to the area

22. What is your ethnic background?

- ☐ White
☐ Spanish/Hispanic/Latino
☐ Black/African American
☐ Asian
☐ Native Hawaiian or Pacific Islander
☐ American Indian or Alaskan Native
☐ Filipino
☐ Other: _____

23. Total household income (for everyone in your household):

- ☐ Under \$15,000
☐ \$15,000 to \$24,999
☐ \$25,000 to \$49,999
☐ \$50,000 to \$74,999
☐ \$75,000 to \$99,999
☐ \$100,000 to \$149,999
☐ \$150,000 to \$199,999
☐ \$200,000 and over

24. How many individuals live in your household?

Under 16 years old: _____
 16 years and older: _____

25. Do you have any additional comments about Union City Transit bus service? _____

APPENDIX E

REQUIRED CERTIFICATIONS

DRUG AND ALCOHOL POLICY

Employees shall not report to work under the influence of alcohol or illegal drugs. Employees shall not possess or use alcohol or illegal drugs while on Company property or on Company business.

NOTE: It is not a violation of policy to consume alcohol at off-site business sanctioned events so long as the employee's ability to perform work or drive is not impaired and the employee does not behave in a manner that can cause embarrassment to the Company or harm the Company's reputation.

Employees shall not have their ability to work impaired as a result of the use of alcohol or illegal drugs. Employees shall not sell or provide illegal drugs or alcohol to any person while on Company property or on Company business. This policy does not prohibit the possession or use of prescription drugs in a manner approved by a physician, when that usage does not impair the employee's ability to perform his/her job duties safely, efficiently, or effectively.

AFFIRMATIVE ACTION POLICY

DATE OF LAST REVISION: 1/1/2006

It is the policy of Nelson\Nygaard Consulting Associates Inc. to ensure the full and equitable participation of women, minorities, the disabled, and other disadvantaged persons and organizations in employment opportunities, providing goods and services, subcontracting opportunities, and such other activities that mitigate the effects of historic discrimination.

Specific affirmative action policies with the action steps to implement those policies include:

- Nelson\Nygaard is a 65% women-owned business. It is the policy to maintain the majority of the business ownership by members of socially and economically disadvantaged groups.

Action:

When ownership opportunities are available, preference will be provided to women and ethnic minorities.

- Nelson\Nygaard is an equal opportunity employer committed to positive actions to support full utilization of women, minorities, the disabled, and other disadvantaged persons. Nelson\Nygaard will not discriminate on the basis of race, color, religion, ethnic group, age, sex, sexual preference, or national origin. This policy includes all employment practices of the firm, including recruitment, selection, promotion, reassignment, termination, lay-off, working conditions, and compensation. All employees will be informed of this policy at the time of employment.

Annual Goal:

- 30% of temporary agency hires to be ethnic minorities and/or women.
- Opportunities are to be developed for the employment of disabled staff.

Action:

All personnel agencies used to provide temporary staff will be required to have an affirmative action policy and to provide women and minority candidates for interview.

We will explore the potential for a student internship opportunity based on strict non-discrimination.

We will use community contacts to actively recruit disabled persons.

We will contribute a minimum of \$100 a year to scholarship programs that support education for women and minorities.

The principals of the firm will provide volunteer services to community agencies, as time is available.

- Nelson\Nygaard is committed to full participation of women and minority businesses in providing goods and services to the firm.

Annual Goal:

- Maintain the use of women and minority owned firms for the majority of business support services.

Action:


We will review each contract for potential sub-contracting opportunities.

We will make referrals of other women and minority owned firms for projects which we decline to bid on.

We will provide support services for other women and minority firms, including information on business opportunities, business introductions, and information on workshops.

- The breakdown of our company's current work force (3/7/06) by gender and ethnicity is as follows:

	<u>Staff</u>	<u>Women</u>	<u>Minorities</u>
- Officials and Managers	7	3	1
- Professional	31	10	2
- Para-Professionals	0	0	-
- Technicians	3	2	-
- Office/Clerical	9	5	-
- Service/Maintenance	0	-	-
TOTAL	50	23	3



Bonnie Nelson, President

7/5/07

Date

**DEBARMENT CERTIFICATION
(Negotiated Contracts)**

- (1) The **Consultant** certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department of agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) or this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause of default.
 - (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.
- (2) Where the **CONSULTANT** is unable to certify to any of the statement in this certification, such **CONSULTANT** shall attach an explanation to this certification.

*federal, state, or local

NELSON NYGAARD CONSULTING ASSOCIATES, INC.
Name of Firm

Bonnie Nelson
Signature of Certifying Official

BONNIE NELSON, PRESIDENT
Title

MARCH 30, 2006
Date

Nelson\Nygaard's Non-Collusion Certification is available upon request.

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
PROFESSIONAL SERVICES AGREEMENT FOR CITY OF LODI
SHORT RANGE TRANSIT PLAN 2007-2017; AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF
THE CITY OF LODI; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Request for Proposals (RFP) were received and opened July 6, 2007, for the City of Lodi Short Range Transit Plan, approved by the City Council on June 6, 2007; and

WHEREAS, said proposals have been evaluated and a report thereof filed with the City Manager as follows:

<u>Bidder/Location</u>	<u>Bid Amount</u>
Nelson/Nygaard Consulting Associates, San Francisco	\$56,665.00
Moore and Associates, Valencia	\$52,268.86
LSC Transportation Consultants, Inc., Tahoe City	\$59,440.00
Publictransit.us, Vallejo	\$46,800.00

WHEREAS, staff recommends award of a Professional Services Agreement for the City of Lodi Short Range Transit Plan 2007-2017 be made to Nelson/Nygaard Consulting Associates, of San Francisco, California, in an amount not to exceed 56,665.00; and

WHEREAS, the recommended proposal exceeds all of the requirements of the RFP, offers the most comprehensive approach and scope, and includes the most extensive Geographical Information Systems (GIS) data which can be utilized by the City Transit Division for future transit planning work.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby awards a Professional Services Agreement for the City of Lodi Short Range Transit Plan 2007-2017 to Nelson/Nygaard Consulting Associates, of San Francisco, California, in the amount of \$56,665.00; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council hereby appropriates funds in the amount of \$57,000 for this project with the cost to be split evenly between the Reynolds Ranch, Southwest Gateway, and Westside Annexations.

Dated: August 15, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to execute Renewal and Amendment to Service Agreement contract with the San Joaquin County Sheriff's Office for Community Corps for the period August 1, 2007 through June 30, 2008

MEETING DATE: August 15, 2007

PREPARED BY: Interim Park and Recreation Director

RECOMMENDED ACTION: Authorize the City Manager to execute Renewal and Amendment to Service Agreement contract with the San Joaquin County Sheriff's Office for Community Corps for the period August 1, 2007 through June 30, 2008.

BACKGROUND INFORMATION: Community Corps is a work program offered through the San Joaquin County Sheriff's Department. Community Corps participants are scheduled through a central office of the Sheriff's Department. When a project is scheduled, participants are transported from the County facility directly to the work site. An Inmate Work Site Supervisor drives the bus to and from the County facility and provides work site supervision. It is the Inmate Work Site Supervisor's responsibility to supervise, direct and enforce program rules. The City does not provide transportation or supervision of Community Corps work program participants. This is a distinct program separate from Community Service and the Alternative Work Program. Staff anticipates a flat fee of \$350 per day for a Community Corps crew, including the supervision and transportation. The City is not responsible for providing Workers Compensation insurance for the Community Corps participants or the Inmate Work Site Supervisor.

FISCAL IMPACT: The Parks Division will use Community Corps crews a maximum of four times this fiscal year. Specific projects have been identified at Lodi Lake Park Nature Area, Pixley Park, and the Grape Bowl. These projects are projected to cost \$1400 this fiscal year.

FUNDING AVAILABLE: Due to constraints on the Parks Division maintenance/operations budget, Community Corps participants will be utilized for four one-day projects.

Kirk Evans, Budget Manager

Steve Dutra
Interim Parks and Recreation Director

cc: City Attorney

APPROVED: _____
Blair King, City Manager

***San Joaquin County Sheriff Department - Community Corps
Service Agreement with City of Lodi Parks and Recreation***

This Agreement is made and entered into on 8-3-07, by and between the San Joaquin County Sheriff's Department Community Corps (hereinafter known as SHERIFF) and Lodi Parks & Rec. (hereinafter known as CUSTOMER).

Whereas, the SHERIFF provides general labor by inmates and also provides for their supervision in performing various tasks in and about the CUSTOMER property; and

Whereas, the CUSTOMER can provide work opportunities for inmates and is desirous of obtaining the benefits of such labor and supervision;

Now, therefore, it is agreed as follows:

1. The term of this Agreement shall begin on the date indicated above and be in effect for twelve (12) months from that date. After initial contract term, upon written mutual agreement, this contract may be extended annually. Either party may terminate this Agreement after giving thirty (30) days written notice to the other.
2. The SHERIFF shall provide inmate laborers under the SHERIFF's supervision to perform the work as outlined in "Attachment A, Job Duties to be Performed by Inmate Labor Work Crews" in and about the grounds of the CUSTOMER. The SHERIFF shall be responsible for all aspects of transportation, safety and supervision of inmates when so engaged.
3. The CUSTOMER shall pay the SHERIFF the appropriate sum as adopted and established by the Board of Supervisors, in the Community Corps Program (CCP) fee schedule. The current fee schedule is attached and incorporated with this agreement. Services performed under this Agreement shall not exceed \$100,000 per year.
4. The CUSTOMER shall pay all associated disposal fees for work performed under this Agreement.
5. Each party agrees that it shall hold the other free and harmless from any and all liability for damage or claims for damage for personal injury or property damage occasioned by their respective performance of this Agreement, save and except for the sole negligence of each.
6. The CUSTOMER retains the right to direct the locations of work to be accomplished so long as the SHERIFF deems it safe for both the public and the inmates.

7. The SHERIFF agrees that all inmate workers and supervisors are and will remain members of the SHERIFF's workforce and will be covered under the SHERIFF's insurance programs, including worker's compensation coverage.
8. The SHERIFF will bill the CUSTOMER on a monthly basis in accordance to work performed under this Agreement. Invoices shall be submitted by the SHERIFF to:

CUSTOMER Official Accounts Payable-City of Lodi
CUSTOMER Name Ruby Paiste
Address 300 W Pine St., Lodi, CA 95240
Telephone 333-6721
Fax 333-6795

9. This document and referenced attachments constitute the entire Agreement between the parties and may be amended by written consent by both parties.

Approved for SHERIFF by:

Approved for CUSTOMER by:

James Todd Kline
Sheriff-Community Corps Lieutenant
7000 Michael N. Canlis Blvd.
French Camp, CA 95231-9781
209-468-4584

Steve Dutra
Director-Lodi Parks & Recreation
125 N. Stockton St.
Lodi, CA 95240
333-6742

Date

Date

Approved as to Legal Form:
DAVID E. WOOTEN
San Joaquin County Counsel

By: _____
MATTHEW DACEY
Deputy County Counsel

ATTACHMENT A

JOB DUTIES TO BE PERFORMED BY INMATE LABOR WORK CREWS

- Remove dead or end of life cycle plants, shrubs, and trees
- Trim brush and trees
- Prepare and replant areas of plant loss
- Slope restoration and reseeding (eroded slopes)
- Ground cover removal and replanting
- Prepare and plant undeveloped right-of-way areas to establish desirable landscaping
- Manual weed control
- Mowing lawns and mulching plants
- Hand water landscape plants
- Clean culverts and restore ditches and headwalls
- Clean landscaped areas and make fire breaks
- Clean brush, weeds, remove debris, etc., from right-of-way and drainage ways
- An annual tree planting program each winter or season
- Litter removal
- Minor storm damage repair activity
- Propagate landscape materials
- Trash and litter pickup

ATTACHMENT B

Community Corps Program (CCP) Fee Schedule

Cal Trans	\$250.00 per crew	Cal Trans Vehicle
Cal Trans	\$300.00 per crew	CCP Vehicle
All Other Contracts	\$300.00 per crew	CCP Vehicle
Recycling Center	\$300.00 per crew	CCP Vehicle
Weed Abatement Equip.	\$350.00 per crew	CCP Vehicle
½ Day Fees	\$175.00 per crew	CCP Vehicle



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the Treasurer to enter into agreement with Farmers and Merchants Bank of Central California for the issuance of a City credit card for Community Center Director James Rodems and Interim Parks and Recreation Director Steve Dutra

MEETING DATE: August 15, 2007

PREPARED BY: Management Analyst

RECOMMENDED ACTION: Authorize the Treasurer to enter into agreement with the Farmers and Merchants Bank of Central California for the issuance of a City credit card for Community Center Director James Rodems and Interim Parks and Recreation Director Steve Dutra.

BACKGROUND INFORMATION: In October 1995 the City Council authorized the Treasurer and the Revenue Manager to enter into an agreement with Farmers and Merchants Bank of Central California for the issuance of credit cards. This action will allow the issuance of a credit card to Community Center Director James Rodems and Interim Parks and Recreation Director Steve Dutra.

These credit cards are for reasons of convenience and cost used in conjunction with attendance by the City Council and staff at conferences, training seminars and other miscellaneous meetings. The limit of \$5,000 is the level previously authorized for the Community Center and Parks and Recreation Director positions.

Kirk J Evans
Budget Manager

FUNDING AVAILABLE: None

APPROVED: _____
Blair King, City Manager



BUSINESS MASTERCARD® APPLICATION


☐ New MasterCard(s) with a credit limit of \$ _____

☐ Credit limit increase to \$ _____

For credit lines greater than \$5,000.00 please return this application to your local branch with: 1. Business formation documents and current financial statement. 2. Two years business and personal tax returns.

☐ Secured MasterCard®

BUSINESS APPLICANT INFORMATION

☐ Sole Proprietorship

☐ General Partnership

☐ Limited Partnership

☐ Corporation

☐ Non-Profit Organization*

Legal Name of Business Applicant

Business Phone

Tax ID Number

Date Business Established
Mo. _____ Yr. _____

DBA (If applicable)

Type of Business

Number of Employees

Net Income Last Fiscal Year

Gross Annual Sales \$

Brief Description: Product Sold/Services Rendered

Business Street Address

City

State

Zip Code

Mailing Address (If different)

City

State

Zip Code

Has Business ever declared bankruptcy?

☐ Yes ☐ No

Is the Business a party to any claim or lawsuit?

☐ Yes ☐ No

Have Principals/Owners ever declared personal bankruptcy?

☐ Yes ☐ No
Is the Business an endorser or co-maker for obligations not listed on its financial statements? ☐ Yes ☐ No

If Yes, indicate total contingent liability _____

INFORMATION ON PRINCIPALS/OWNERS

Name

Title

Home Phone

Social Security Number

%Ownership

Home Address

City

State

Zip Code

Drivers License Number

Name

Title

Home Phone

Social Security Number

%Ownership

Home Address

City

State

Zip Code

Drivers License Number

BUSINESS APPLICANT FINANCIAL RELATIONSHIPS

Bank

Account Number

Current Balance

Average Balance

Account Type

☐ Checking

☐ Savings

☐ Loan

☐ Personal

☐ Business

BUSINESS MASTERCARD INFORMATION

☐ Secured MasterCard** Savings Account to be held as collateral (Account Number) _____

Please print the Business Name as it should appear on your card(s). Limit 21 characters, including spaces.

Please print the Individual Name as it should appear on each card. Limit 21 characters, including spaces.

1

2

3

4

***Individual credit limits must be in increments of \$100 (\$500 minimum) and equal to the total amount requested.

See reverse for more information on cardholder options.

1 Individual Credit Limit*** Drivers License Number/Exp. Date

2 Individual Credit Limit*** Drivers License Number/Exp. Date

3 Individual Credit Limit*** Drivers License Number/Exp. Date

4 Individual Credit Limit*** Drivers License Number/Exp. Date

AGREEMENT/SIGNATURES

By signing below, I certify that I am authorized to submit this application on behalf of the business named above ("Applicant") and that all information and documents made in connection with this application, including federal and state income tax returns (if any), are true, correct, and complete. I authorize Farmers & Merchants Bank of Central California ("Bank", "F&M Bank") to obtain balance and payoff information on all accounts requiring payoff as a condition of approving this application and to obtain consumer and business reports from and to report credit information to others, including the Internal Revenue Service and state taxing authorities, about me and my business. I agree to notify Bank promptly of any material change in such information. I acknowledge that (i) this application is subject to final approval of the Applicant and its owners, and that (ii) additional information may be required in order for the Bank to make a final credit decision. I understand that if the Applicant is not approved for the account, Bank may request additional information from the Applicant in order to qualify the Applicant for another F&M Bank credit account. A facsimile of my signature, in any capacity, may be used as evidence of Applicant's acceptance of these agreements.

If Applicant is a legal entity, all owners must sign below and include their titles and complete the Personal Information Section of this form. If the business owner is married, a spouse's signature is not required unless he or she is a co-owner of a business.

By signing below, I also, in my individual capacity (even though I may place a title or other designation next to my signature) jointly and severally unconditionally guarantee and promise to pay to Bank all indebtedness of the Applicant at any time arising under or relating to any credit requested through this application accessed by Business MasterCards issued hereunder as authorized above or as subsequently authorized by Applicant, as well as any extensions, increases or renewals of that indebtedness. As guarantor, I waive (i) presentment, demand, protest, notice of protest and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Bank to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify guarantor of any additional indebtedness incurred by the Applicant or of any changes in the Applicant's financial condition. I also authorize Bank, without notice or prior consent, to (i) extend, modify compromise, accelerate, renew, increase, or otherwise change the terms of the guaranteed indebtedness; (ii) proceed against one or more guarantors, without proceeding against the Applicant or other guarantor; and (iii) release or substitute any party to the indebtedness or this guarantee. I agree (i) I will pay Bank's costs and attorneys' fees in enforcing this guarantee, (ii) this guarantee will be governed by California law; (iii) this guarantee shall benefit the Bank and its successors and assigns; and (iv) an electronic facsimile of my signature, in any capacity, may be used as evidence of my agreement to the terms of this guarantee.

By signing below, I agree on behalf of the Applicant to be bound by the terms of the MasterCard Account Agreement and Disclosure that will be sent to Applicant and to pay Bank's costs and attorneys' fees in enforcing that MasterCard Account Agreement and Disclosure. I further agree that use of any feature of the Business MasterCard may be used as evidence of the foregoing authorizations, acceptances and agreements. If approved, the actual credit granted may be less than the preferred amount. If the actual credit granted is less than the amount requested for my Business MasterCard, individual credit limits will be reduced proportionately. I certify that I have read and agree with the terms and conditions.

X _____
Signature (Owner 1) Print Name, Title Date

X _____
Signature (Owner 2) Print Name, Title Date

*NonProfits: Please submit the Application, Business Financial Statements are required in addition to the loan application if the amount requested is more than 50% of the nonprofit organization's deposit relationship with F&M Bank.
**At the Bank's discretion we may require more than 100% of collateral (Secured MasterCard)

DEPT. USE ONLY

DATE REC'D

REC'D BY

HOW REC'D

☐ MAIL

☐ PHONE

☐ FAX

☐ IN PERSON

REFERRED BY EMP#

BRANCH



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve addendum to State of California Purchase Card Program (CAL-Card)
MEETING DATE: August 15, 2007
PREPARED BY: Management Analyst

RECOMMENDED ACTION: Approve addendum to existing California Purchase Card Program.

BACKGROUND INFORMATION: City of Lodi has participated in the California Purchase Card Program since 2000 using Master Services Agreement 5-06-99-01. The processing agent US Bank has created a new card processing platform, Total Systems and an online program management and reporting tool, Access Online. The agreement addendum is needed to participate in these new online systems.

FISCAL IMPACT: None

Kirk J Evans
Budget Manager

FUNDING AVAILABLE: None

APPROVED: _____
Blair King, City Manager

**ADDENDUM TO STATE OF CALIFORNIA PURCHASE CARD PROGRAM
MASTER SERVICES AGREEMENT (DGS MSA 5-06-99-01)**

This Addendum ("**Addendum**") to the State of California Purchase Card Program Master Services Agreement (DGS MSA 5-06-99-01) (the "**Agreement**") between the Department of General Services ("**DGS**") on behalf of the State of California, and U.S. Bank National Association ND ("**U.S. Bank**"), is made this day of , 2007 by the ("**Participating Agency**") for the purpose of becoming a "Participating Agency" as that term is defined in the Agreement. The Master Services Agreement DGS MSA 5-06-99-01 and its amendments are incorporated by reference and made a part of this Addendum.

RECITALS:

- A. DGS has entered into the Agreement for the purpose of making available for Participating Agency's use a purchase card program as described in the Agreement; and
- B. The Agreement contemplates the inclusion of Participating Agencies by a process of voluntary execution of an addendum; and
- C. The Participating Agency has received a copy of the Agreement and after thorough review of the Agreement desires to become Participating Agency as that term is defined in the Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which is incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agency, and U.S. Bank agree as follows:

1. The Participating Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agency as set forth in the Agreement. CAL-Cards shall be issued to employees of the Participating Agency upon execution of this Addendum by the Participating Agency and U.S. Bank. U.S. Bank shall submit invoice(s) to the Participating Agency at the address indicated herein.
2. U.S. Bank is authorized to place the seal or logo of the Participating Agency on the CAL-Cards issued to employees of the Participating Agency for the sole purpose of identifying the card for official use only. Such seal or logo shall be subject to use limitations as apply to the State seal on Page 3 of the Agreement.
3. The Participating Agency shall make monthly payments as provided in the Agreement to U.S. Bank of the full amount of the official monthly invoice by causing a check or checks or a warrant or warrants to be issued payable to the order of U.S. Bank on demand or by use of an Automated Clearing House or Electronic Data Interchange to make such payment to U.S. Bank.
4. The Participating Agency shall provide U.S. Bank with a copy of its audited financial statements within sixty (60) days of completion and, upon request of U.S. Bank, such other financial information as may be reasonably requested.
5. Either party may terminate this Addendum at any time by giving a thirty (30) days written notice to the other party, whether or not such other party is in default.
6. The Participating Agency declares that CAL-Cards shall be used for official Participating Agency purchases only, and shall not be used for individual or consumer purchases nor to incur consumer debt. The Participating Agency warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Addendum and the Participating Agency will not allow purchases to be made with CAL-Cards or incur any other financial obligation hereunder or under the Agreement prior to determining that existing appropriations available therefore are sufficient in amount to pay for such purchases or such other financial obligations.

7. The contact notice address for the Participant is:

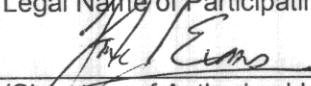
Program Manager Name	KIRK EVANS
Participating Agency Name	CITY OF LODI
Mailing Address	P.O. Box 3006
City, State, Zip	LODI, CA 95240
Email Address	kevans@lodi.gov

8. The agreements of the Participating Agency set forth in this Addendum and the Agreement constitute valid, binding and enforceable agreements of the Participating Agency and all extensions of credit made pursuant to this Addendum and the Agreement to the Participating Agency will be valid and enforceable obligations of the Participating Agency in accordance with the terms of the Agreement and this Addendum. The execution of this Addendum and the performance of the obligations hereunder and under the Agreement are within the powers of the Participating Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which the Participating Agency is a party or is bound. The signer of this Addendum further represents and warrants that he or she is duly authorized by an applicable constitution, charter, code, law resolution or other governmental authority to enter into transactions of this nature. Participating Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participating Agency to be duly bound by this Addendum. This Addendum requires approval as to form by the Attorney for the Participating Agency. If this Addendum is not approved as to form by the Attorney for Participating Agency, the completion of the attached Certificate of Authority is required and must accompany this Addendum.

CITY OF LODI

Legal Name of Participating Agency

U.S. Bank National Association ND



(Signature of Authorized Individual)

(Signature of Authorized Individual)

KIRK EVANS

(Printed Name of Authorized Individual)

Charles L. Wilkins

(Printed Name of Authorized Individual)

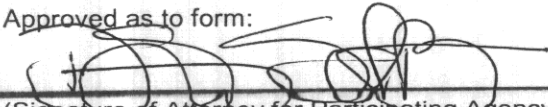
BUDGET MANAGER

(Printed Title of Authorized Individual)

Vice President

(Printed Title of Authorized Individual)

Approved as to form:



(Signature of Attorney for Participating Agency)

D. Stephen Schaubauer

(Printed Name of Attorney)

CERTIFICATE OF AUTHORITY

1. **Government Entity Information.** This Certificate of Authority has been completed on behalf of the following government entity (the "Government Entity"):

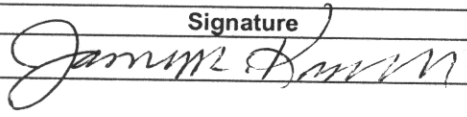
Government Entity Name:

CITY OF LODI

Federal Tax Identification Number:

946 000 361

2. **Authorized Persons.** In accordance with the governance rules relating to the Government Entity, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Government Entity, to execute and deliver to U.S. Bank National Association ND ("U.S. Bank") the applicable U.S. Bank commercial card program agreement(s), any applicable addenda thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more commercial card programs, extending credit and providing related services to the Government Entity with U.S. Bank in the United States (collectively, the "Services"):

Name	Title	Signature
JAMES R. KRUEGER	DEPUTY CITY MANAGER	

3. **Execution Requirements.** The governance rules relating to the Government Entity require the following number of Authorized Persons to sign the Documents for the Services (choose only one):

☐
☐

One (1) Authorized Person
Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of Company and not in his or her personal capacity, certifies and warrants that (a) all action required by Company's organizational documents to authorize the signer(s) to act on behalf of Company in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of Company, has been taken, (b) each signer is empowered in the name of and on behalf of Company to enter into all transactions and Services contemplated in the Documents and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the _____ of the Government Entity, and as such, I certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Government Entity to execute and deliver to U.S. Bank, on behalf of the Government Entity, and to bind the Government Entity under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

KIRK EVANS

↑ Printed Name of _____ of the Government Entity ↑



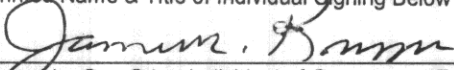
↑ Signature of Individual Signing Above ↑ (Cannot be an Authorized Person listed in Section 2)

7/30/07
Date

I certify that I am an officer of the Government Entity, and as such, I certify that the above-named Secretary or Assistant Secretary is acting in such capacity on behalf of the Government Entity, the signature below is my genuine signature and the signature above is the genuine signature of such Secretary or Assistant Secretary.

JAMES R. KRUEGER, DEPUTY CITY MANAGER

↑ Printed Name & Title of Individual Signing Below ↑



Attested by One Other Individual of Government Entity ↑ Signature ↑ (Cannot be an Authorized Person listed in Section 2)

7/30/07
Date

**INSTRUCTIONS FOR COMPLETING THE
CERTIFICATE OF AUTHORITY (COA)**

**NOTE THAT AT LEAST THREE DIFFERENT INDIVIDUALS MUST SIGN THIS DOCUMENT-
ONE IN SECTION 2, TWO IN SECTION 5**

Section 1 Governmental Entity Information

Enter the entity/agency name and the tax ID number on the document.

Note that the entity/agency name must match exactly the name on the Participation Addendum and it must be the legal name of the entity. An exact match is required. If you do not know the *legal name* please consult with your legal department.

Section 2 Authorized Persons

The individual who signed the Participation Addendum must complete and sign Section 2.

Section 3 Execution Requirement

Check one box in Section 3 to indicate how many individuals (either 1 or 2) at your entity are required to sign legal documents on behalf of entity.

Section 4 Execution

No action required.

Section 5 Certification

The Secretary or Assistant Secretary of the organization is required to sign this section attesting to the signatures in Section 2. One other officer of the entity must sign as well below the signature of the Secretary or Asst. Secretary attesting to the signature of the Secretary or Asst. Secretary.

Note: *Two individuals must sign this section
The individual(s) who signed in Section 2 cannot sign in Section 5 s or this document is invalid.*

QUESTIONS? CALL YOUR U.S. BANK REPRESENTATIVE!



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Pedestrian Safety Improvements on Century Boulevard at Dartmoor Circle with Funds Provided by Lodi Unified School District for the Benefit of Tokay High School

MEETING DATE: August 15, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the pedestrian safety improvement on Century Boulevard at Dartmoor Circle (west), as shown in Exhibit A, with funds provided by Lodi Unified School District (LUSD) for the benefit of Tokay High School.

BACKGROUND INFORMATION: The Century Boulevard and Dartmoor Circle intersection has been reviewed based on discussion with LUSD staff at a City and LUSD 2 by 2 meeting. At the LUSD and City meeting, City staff reviewed several pedestrian improvements, resulting in the LUSD Facility Planning and Tokay High School staff recommending the "in-street" pedestrian (ISP) signs for the Century Boulevard at Dartmoor Circle crossing.

Currently, there is a ladder designed crosswalk with school warning signs and pavement markings adjacent to the crossing. Existing pedestrian counts on file indicate over 100 students crossing on Century Boulevard at Dartmoor Circle during both the morning and afternoon peak periods. The existing traffic count indicates over 500 vehicles per hour travel over the crossing during the peak periods.

Staff concurs with the school's request for the ISP signs and modifying the striping to accommodate the signs, as shown in Exhibit A. With private funding, the Street Division has installed similar pedestrian improvements adjacent to four elementary school sites and received positive feedback from citizens, parents, and school administration.

FISCAL IMPACT: There are no annual maintenance costs; however, the signs will need to be replaced about every ten years at an approximate cost of \$500.

FUNDING AVAILABLE: Not applicable. LUSD is funding the cost of the pedestrian improvements at an approximate cost of \$1,103.

Richard C. Prima, Jr.
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer
RCP/PJF/pmf
Attachment
cc: City Attorney
Streets and Drainage Manager
Police Chief
City Engineer
Senior Traffic Engineer
Art Hand, LUSD Facility Planning
Tokay High School Principal

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PEDESTRIAN SAFETY IMPROVEMENTS ON
CENTURY BOULEVARD AT DARTMOOR CIRCLE (WEST)

=====

WHEREAS, staff has received a request for pedestrian safety improvements at Century Boulevard at Dartmoor Circle (West) to benefit Tokay High School; and

WHEREAS, Lodi Unified School District and Tokay High School staff are concerned about the school crossing on Century Boulevard at Dartmoor Circle and have requested that the City install "in-street" pedestrian signs; and

WHEREAS, Lodi Unified School District will fund the cost of the pedestrian improvements; and

WHEREAS, staff recommends installing "in-street" pedestrian signs and modifying the striping to accommodate the signs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves pedestrian safety improvements on Century Boulevard at Dartmoor Circle with funds provided by Lodi Unified School District for the benefit of Tokay High School, as shown on Exhibit A attached.

Dated: August 15, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____

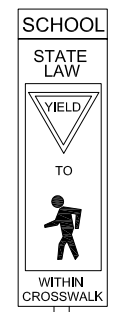
TOKAY
HIGH

In-Street Pedestrian
Crossing Signs

Modify Striping

Dartmoor
Cir.

Century Blvd.



In-Street Pedestrian
Crossing Sign

NO.	DATE	BY	DRAWN	RSK	DESIGN	RSK	SCALE	JOB NUMBER
			CHECKED		DATE		APPROVED	
			RECORD DWG				CITY ENGINEER RCE NO. 38895	DATE



CITY OF LODI
PUBLIC WORKS DEPARTMENT

Century & Dartmoor
In-Street Pedestrian Crossing Signs



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Pedestrian Crossing on Woodhaven Lane at Inglewood Drive with Funds Provided by Lodi Unified School District for the Benefit of Woodbridge Elementary School

MEETING DATE: August 15, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving a pedestrian crossing on Woodhaven Lane at Inglewood Drive, as shown in Exhibit A, with funds provided by Lodi Unified School District (LUSD) for the benefit of Woodbridge Elementary School.

BACKGROUND INFORMATION: A pedestrian crossing on Woodhaven Lane at Inglewood Drive has been reviewed based on a request from the San Joaquin County Public Works Department. The County received the request from the Woodbridge Municipal Advisory Committee and the Wine Country Subdivision residents. The residents requested a crosswalk across Chestnut Street at Carolina Street for the students attending Woodbridge Elementary School. Currently, there are no sidewalks or paved shoulders on Carolina Street east of Chestnut Street. In addition, the County indicated a crossing on Chestnut Street at Carolina Street is less desirable due to the roadway curvature.

Since the primary entrance to Woodbridge Elementary School was relocated this summer to Lilac Street at Inglewood Drive, and Woodhaven Lane and Inglewood Drive both have sidewalk and handicapped ramps, the County and City Public Works Department staff determined a marked crossing on Woodhaven Lane at Inglewood Drive is the preferred crossing. The proposed ladder-designed crossing will have pedestrian signs posted adjacent to the crossing.

The County has indicated all interested parties are in favor of a marked crossing on the north leg of Woodhaven Lane at Inglewood Drive. Based on field observations, only a few students will utilize this crossing, however, LUSD and Woodbridge Elementary School staff will encourage the students to cross at this location. The most current traffic count indicates 700 vehicles travel on Woodhaven Lane during the morning and afternoon peak hour. LUSD concurs with the recommended crossing and has indicated they will fund the improvements.

FISCAL IMPACT: There is no annual maintenance cost. However, the signs will need to be replaced every ten years at an approximate cost of \$300, and the thermoplastic crossing will need to be replaced every five years at an approximate cost of \$2,300.

FUNDING AVAILABLE: LUSD is funding the pedestrian crossing improvements at an approximate cost of \$2,940.

Richard C. Prima, Jr.
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer
RCP/PJF/pmf
Attachment

cc: City Attorney
Police Chief
Senior Traffic Engineer
Woodbridge School Principal
WMAC Director Chairperson Mary Avanti

Streets and Drainage Manager
City Engineer
Art Hand/Gary Yokum, LUSD Facility Planning
SJ County Public Works Director T. R. Flinn/Traffic Engineer Okamoto

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PEDESTRIAN CROSSING ON
WOODHAVEN LANE AT INGLEWOOD DRIVE

=====

WHEREAS, staff has received a request for a pedestrian crossing on Woodhaven Lane at Inglewood Drive to benefit Woodbridge Elementary School; and

WHEREAS, the San Joaquin County Public Works Department, the Woodbridge Municipal Advisory Committee and the Wine Country Subdivision residents are concerned about the school crossing on Woodhaven Lane at Inglewood Drive and have requested that the City install a pedestrian crossing; and

WHEREAS, the primary entrance to Woodbridge Elementary School was relocated to Lilac Street at Inglewood Drive; Woodhaven Lane and Inglewood Drive both have sidewalk and handicapped ramps; and a marked crossing on Woodhaven Lane at Inglewood Drive is the preferred crossing;

WHEREAS, Lodi Unified School District will fund the cost of the pedestrian crossing; and

WHEREAS, staff recommends installing the pedestrian crossing with a ladder-designed crossing and adjacent pedestrian signs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the pedestrian crossing on Woodhaven Lane at Inglewood Drive with funds provided by Lodi Unified School District for the benefit of Woodbridge Elementary School, as shown on Exhibit A attached.

Dated: August 15, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

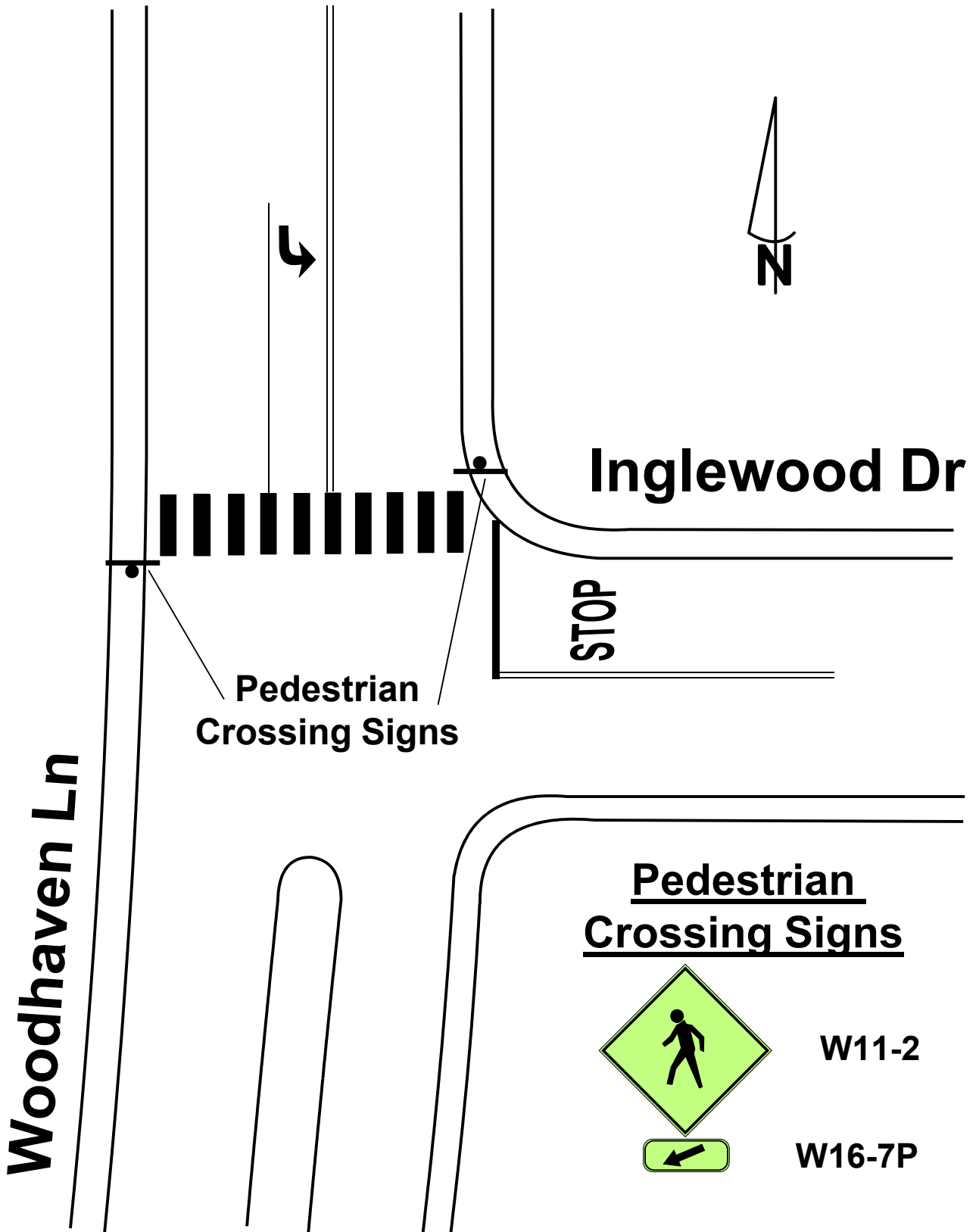
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____

Woodhaven Ln @ Inglewood Dr

Proposed Pedestrian Crossing and Signs





CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to Participate in Discussions on the Formation of the Central Valley Resources Agency

MEETING DATE: August 15, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Authorize the City Manager to participate in discussions on the formation of the Central Valley Resources Agency.

BACKGROUND INFORMATION: The City has been contacted by PAC/West Communications Group, represented by Richard Pombo, regarding possible City participation in a new public/private agency. The initial purpose of the agency is to become involved in flood protection issues. However, as an unincorporated nonprofit association [IRS 501(c)(4)], the agency could become involved in other issues.

The purpose of the Association is to support the education of the communities of the Central Valley of California on the need for and the improvement of flood protection efforts, to secure local, state and federal funding for these purposes, and to coordinate common flood protection goals in San Joaquin County, the City of Stockton and the Central Valley in general. In addition, the Association shall act as an advocate for flood protection on behalf of the County of San Joaquin, the City of Stockton and the Central Valley. The purposes of the Association may be expanded to include work with other resources that have or may have an impact on the County of San Joaquin, the City of Stockton or the Central Valley; provided, however, any expansion of the Association's purpose must be approved by the Board of Directors.

The formation of the Agency was initiated by the City of Stockton through a contract with PAC/West and is still in the preliminary stages. San Joaquin County is in the process of considering their participation. The recommended action is simply to indicate the City Council's willingness to invest staff time in the discussion. Actual membership agreement(s) would be brought back to the City Council at a later date.

FISCAL IMPACT: No membership dues or costs have been identified at this time. However, staff has reservations with regard to the possible financial commitments. The preliminary documents indicate that allocation of member votes would be proportionate to total dues paid by the member.

FUNDING AVAILABLE: Not applicable.

Blair King
City Manager

BK/RCP/pmf

cc: Tom Flinn, San Joaquin County Public Works Director
Richard Pombo, PAC/West Communications

APPROVED: _____
Blair King, City Manager

Assembly California Legislature

July 30, 2007

Dear

We are writing you in support of the efforts being made by the City of Stockton to create a much-needed organization called the Central Valley Resources Agency. This agency was formed to ensure that the City of Stockton, San Joaquin County and the Central Valley secure appropriate flood control funds from local, state and federal sources, and to create a coordinated effort to address our region's flood protection goals.

The catastrophic events that have been taking place throughout the nation have forced flood-prone cities across the country to take a closer look at their flood protection systems. We congratulate the City of Stockton for taking the lead to create the CVRA and we are encouraged that the issues we have been advocating for in Sacramento are now being addressed with a one-voice organization.

This agency will function as a public/private non-profit organization 501(c)(4) that will support the region's flood protection improvements and advocate flood protection interests for San Joaquin County, the City of Stockton and the Central Valley.

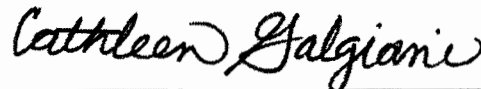
Our region would be severely impacted in the event of a disaster. Communities, agricultural land, key transportation and utility corridors, as well as California's fresh water supply all would be affected. If major levee failures were to occur, the consequences would be disastrous to human life, the environment and the economic health of the region.

The CVRA is taking a stand to meet these challenges and provide results that will benefit us all. Without support from members of the public and private business communities, meaningful reform will continue to be obstructed. By joining in support, we provide a better future for our community and help keep our neighborhood levees safe.

Sincerely,



GREG AGHAZARIAN
Assemblymember, 26th District



CATHLEEN GALGIANI
Assemblymember, 17th District



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for September 5, 2007 to introduce ordinance amending Chapter 13.20, "Electrical Service," by amending Section 13.20.210 Schedule EM (Mobile Home Park Service) to become effective November 1, 2007 (EUD)

MEETING DATE: August 15, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Set a public hearing for September 5, 2007 to consider changes to Chapter 13.20, "Electrical Service," by amending Section 13.20.210 Schedule EM (Mobile Home Park Service) to become effective November 1, 2007.

BACKGROUND INFORMATION: At its meeting of June 6, 2007, the City Council adopted Ordinance No. 1798 amending Chapter 13.20, "Electrical Service", by repealing and reenacting Section 13.20.210, Schedule EM, relating to mobile home park service rates. This rate became effective on July 6, 2007.

Following the June 6, 2007 meeting, the mobile home park owners contacted staff to request clarification of some of the conditions in the rate schedule. Their items of concern included:

- Clarification that the monthly Meter Discount is to be based on a 365 day year as opposed to a 30 day month.
- Clarification of the discounts allowed to fixed income, medical and SHARE customers.
- Clarification that the tenants of the mobile home parks are to be billed using the same rate schedule (tiers) as that used to bill the park owner.

The meter discount is now more clearly described as one twelfth of a discount amount based on a 365-day year. Notification to the City of the number of occupied pads is now required by the 5th day of each month; this should be simpler than the old requirement of "within 15 days".

The discount programs are now all included in Special Conditions (d) (e) and (f) of the rate schedule. No changes have been made to the discount programs, they are now more concise and contained within the Special Conditions of Schedule EM.

Special Condition (g) describes the applicable rate schedules for tenants and makes it clear that tenants are to be billed using all applicable tiers of the Schedule EM Rate based on their individual kWh usage.

Attached is a redline version of the EM Schedule highlighting the above described changes.

APPROVED: _____
Blair King, City Manager

Set Public Hearing for September 5, 2007 to introduce ordinance amending Chapter 13.20, "Electrical Service," by amending Section 13.20.210 Schedule EM (Mobile Home Park Service) to become effective November 1, 2007 (EUD)
August 15, 2007
Page 2 of 2

FISCAL IMPACT: None.

FUNDING: Not Applicable.

George F. Morrow
Electric Utility Director

Prepared By: Sondra Huff, Senior Rate Analyst

GFM/SH/lst

Attachments (2)

SCHEDULE EM

MOBILE HOME PARK SERVICE

REDLINED VERSION



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE EM

MOBILE HOME PARK SERVICE

APPLICABILITY:

This schedule is applicable to service supplied to mobile home parks through one meter and sub-metered to all individual mobile home units.

RATES:

Minimum Charge.....\$5.00

Energy Charge is by Tier of kWh usage:

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
\$/kWh	\$0.1420	\$0.1450	\$0.2235	\$0.3180	\$0.3300

Summer (May through October) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	482	626	963	>1,443
Ending Tier kWh/month	481	625	962	1,443	

Winter (November through April) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	392	509	783	>1,173
Ending Tier kWh/month	391	508	782	1,173	

MASTER METER / SUB-METER DISCOUNT:

For each occupied mobile home park unit, the park owner will receive a discount in the same amount as allowed to PG&E by the California Public Utilities Commission for the nearest geographic area, expressed as one twelfth of a discount amount based on a 365 day year. an average monthly amount based on a 365-day year.

~~Canceled Ordinance No. 179872~~

Effective ~~July 6~~ November 1, 2007
Ordinance No. ~~1798~~ 1798

SCHEDULE EM

MOBILE HOME PARK SERVICE

ENERGY COST AJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The Billing Cycle Charge is the higher of the ~~sum of the~~ Minimum Charge ~~and the ECA~~ or the sum of the Energy Charge, the Discount and the ECA.

SPECIAL CONDITIONS:

- (a) This rate is available only for mobile home park master metering in service prior to March 31, 1989.
- (b) It is the responsibility of the master-metered customer to notify the City Finance Department ~~within 15 days following~~ by the 5th day of each month of any change in the number of occupied mobile home park units wired for service on the first day of that month.
- (c) Miscellaneous electric loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multi-family accommodation will be considered domestic use.
- (d) ~~For the master-metered Customer to~~ To qualify for Single Household Alternative Rate for Energy (SHARE) and/or the Residential Medical Discount, the qualified sub-metered tenants of the master-metered ~~City of Lodi~~ Customer will must submit an the applicable application(s), including the tenant's unit number, to the City of Lodi Finance Department. The City of Lodi Finance Department will notify the master-metered Customer of the tenant's certification for these programs.
- (e) ~~Certification will be required to determine income eligibility for the SHARE program. Sub-metered tenants of the master metered City of Lodi Customer must sign a statement upon application indicating that the City of Lodi may verify the sub-metered tenant's eligibility at any time. The master-metered Customer, not the City of Lodi, is responsible for extending the SHARE program to tenants certified to receive them. If verification establishes that the SHARE tenant is ineligible, the tenant will be removed from the master-metered Customer's qualified tenants and the City of Lodi may render corrective billings~~
- (e) For tenants who are on fixed incomes below \$45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% of the qualifying tenant's electric bill (Fixed Income Discount) shall be provided to the master-metered Customer. Procedures as to qualification will be established by the Electric Utility Department.
- (f) An additional medical discount is available as described in Schedule MR, Residential Medical Rider. The master-metered customer, not the City of Lodi, is responsible for extending the SHARE, Residential Medical Discount, and Fixed Income Discount to tenants certified to receive them. If verification establishes that the SHARE, Residential Medical Discount, or Fixed Income Discount tenant is ineligible, the tenant will be removed from the master-metered Customer's qualified tenants and the City of Lodi may render corrective billings.

SCHEDULE EM

MOBILE HOME PARK SERVICE

-
- (g) The master-metered Customer shall not bill any sub-metered tenant more than that tenant would be billed if that tenant were an individual customer of the City of Lodi. For a qualifying SHARE tenant, the master-metered Customer shall bill the qualifying tenant at the applicable rates equivalent to Schedule ED, Residential SHARE Program Service. For a tenant qualifying for a Residential Medical Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of Schedule MR, Residential Medical Discount. For tenants qualifying for a Fixed Income Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of paragraph (e) herein. A tenant not qualified for any of the above discounts A non-qualifying tenant shall be billed using the same rate schedule that the City bills the park owner (e.g., in accordance with the section titled "Rates" herein), at the same rate that the City bills the park owner, excepting the Master Meter / Sub-Meter Discount shall not be provided to tenants.
- (h) The master-meter/sub-meter rate discount provided herein prohibits further recovery by mobile home park owners for the costs of owning, operating and maintaining their electric sub-metered system.
- (i) Upon request, Mmobile home park owners must submit copies of their tenant billings to the City of Lodi Electric Utility Department semi-annually for auditing to ensure compliance with this section rate tariff, provided however that such requests shall not be made more often than semi-annually.

FIXED INCOME DISCOUNT:

For those customers who are on fixed incomes below \$45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% shall apply to the electric bill. Procedures as to qualification will be established by the Electric Utility Department.



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE EM

MOBILE HOME PARK SERVICE

APPLICABILITY:

This schedule is applicable to service supplied to mobile home parks through one meter and sub-metered to all individual mobile home units.

RATES:

Minimum Charge.....\$5.00

Energy Charge is by Tier of kWh usage:

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
\$/kWh	\$0.1420	\$0.1450	\$0.2235	\$0.3180	\$0.3300

Summer (May through October) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	482	626	963	>1,443
Ending Tier kWh/month	481	625	962	1,443	

Winter (November through April) Energy Tiers

	<u>Tier 1</u> (Baseline)	<u>Tier 2</u> (101-130% of baseline)	<u>Tier 3</u> 131-200% of baseline)	<u>Tier 4</u> (201-300% of baseline)	<u>Tier 5</u> (Over 300% of baseline)
Beginning Tier kWh/month	0	392	509	783	>1,173
Ending Tier kWh/month	391	508	782	1,173	

MASTER METER / SUB-METER DISCOUNT:

For each occupied mobile home park unit, the park owner will receive a monthly discount in the same amount as allowed to PG&E by the California Public Utilities Commission for the nearest geographic area, expressed as one twelfth of a discount amount based on a 365 day year.

Effective November 1, 2007
Ordinance No. 1798

SCHEDULE EM

MOBILE HOME PARK SERVICE

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The Billing Cycle Charge is the higher of the Minimum Charge or the sum of the Energy Charge, the Discount and the ECA.

SPECIAL CONDITIONS:

- (a) This rate is available only for mobile home park master metering in service prior to March 31, 1989.
- (b) It is the responsibility of the master-metered customer to notify the City Finance Department by the 5th day of each month of any change in the number of occupied mobile home park units wired for service on the first day of that month.
- (c) Miscellaneous electric loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multi-family accommodation will be considered domestic use.
- (d) For the master-metered Customer to qualify for Single Household Alternative Rate for Energy (SHARE) and/or the Residential Medical Discount, the qualified sub-metered tenants of the master-metered Customer must submit the applicable application(s), including the tenant's unit number, to the City of Lodi Finance Department. The City of Lodi Finance Department will notify the master-metered Customer of the tenant's certification for these programs.
- (e) For tenants who are on fixed incomes below \$45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% of the qualifying tenant's electric bill (Fixed Income Discount) shall be provided to the master-metered Customer. Procedures as to qualification will be established by the City of Lodi.
- (f) The master-metered customer, not the City of Lodi, is responsible for extending the SHARE, Residential Medical Discount, and Fixed Income Discount to tenants certified to receive them. If verification establishes that the SHARE, Residential Medical Discount, or Fixed Income Discount tenant is ineligible, the tenant will be removed from the master-metered Customer's qualified tenants and the City of Lodi may render corrective billings.
- (g) The master-metered Customer shall not bill any sub-metered tenant more than that tenant would be billed if that tenant were an individual customer of the City of Lodi. For a qualifying SHARE tenant, the master-metered Customer shall bill the qualifying tenant at the applicable rates equivalent to Schedule ED, Residential SHARE Program Service. For a tenant qualifying for a Residential Medical Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of Schedule MR, Residential Medical Discount. For tenants qualifying for a Fixed Income Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of paragraph (f) herein. A tenant not qualified for any of the above discounts shall be billed using the same rate schedule that the City bills the park owner (e.g., in accordance with the section titled "Rates" herein), excepting the Master Meter / Sub-Meter Discount shall not be provided to tenants.

Effective November 1, 2007
Ordinance No. 1798

SCHEDULE EM

MOBILE HOME PARK SERVICE

- (h) The master-meter/sub-meter rate discount provided herein prohibits further recovery by mobile home park owners for the costs of owning, operating and maintaining their electric sub-metered system.
- (i) Upon request, mobile home park owners must submit copies of their tenant billings to the City of Lodi for auditing to ensure compliance with this rate tariff, provided however that such requests shall not be made more often than semi-annually.

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Appointment of Alternate to the San Joaquin County Solid Waste Management Task Force

MEETING DATE: August 15, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: By motion action, appoint an Alternate to serve on the San Joaquin County Solid Waste Management Task Force.

BACKGROUND INFORMATION: The City Clerk's Office received notification (see attached letter and fact sheet, marked Exhibit A) that the City may appoint an Alternate to the San Joaquin County Solid Waste Management Task Force to represent our jurisdiction when the designated member is unavailable. The current Delegate on this Task Force is Council Member Katzakian.

The San Joaquin County Solid Waste Management Task Force meets on an as needed basis at the Department of Public Works, Conference Room A, located at 1810 E. Hazelton Avenue in Stockton.

It is recommended that, following discussion, the City Council appoint an Alternate to the San Joaquin County Solid Waste Management Task Force.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager

INTEGRATED WASTE management TASK FORCE
COUNTY OF SAN JOAQUIN

P. O. BOX 1810, STOCKTON, CALIFORNIA 95201
PHONE (209)468-3066 FAX (209)468-3078

RECEIVED

APR 5 2007

City Clerk
City of Lodi

April 4, 2007

City of Lodi
Randi Johl
PO Box 3006
Lodi, CA 95241-1910

RE: Task Force Alternate Recommendation

Dear Randi:

Our records reflect that you currently have an appointed Task Force Member. Since the Task Force continues to deal with broad policy issues with the potential to affect the entire County and its Cities, we ask that you also appoint an alternate to represent your jurisdiction when the designated Member is unavailable. The alternate will fulfill this role for the duration of his/her current term.

Enclosed please find a fact sheet which will explain why all jurisdictions need representation on the Task Force.

Please provide the name, address, phone number, fax number, and email address for your alternate. If you have any questions or concerns, please contact Alison Hudson at 468-3066.

Sincerely,



DESI RENO
Integrated Waste Manager

DR:em

Enc.

c: Alison Hudson, Management Analyst III
Elisa Moberly, Management Analyst I

PL 21214

INTEGRATED WASTE MANAGEMENT TASK FORCE

COMPENSATION:	None
LEGAL AUTHORITY:	Public Resources Code, Section 40950 and Board Order B-90-259 dated 2/13/90.
MEMBERSHIP, QUALIFICATIONS, RESIDENCY	Regular and alternate Task Force membership is comprised of an elected Official (City Council) from each of the cities in San Joaquin and County and a member of the Board of Supervisors.
TERM:	The Task Force is ongoing.
DUTIES:	<ol style="list-style-type: none">1. To identify solid waste management issues of County-wide or regional concerns.2. Determine the need for solid waste collection systems, processing facilities, and marketing strategies that can service more than one local jurisdiction within the region.3. Facilitate the development of multi-jurisdictional arrangements for the marketing of recyclable materials.4. To the extent possible, facilitate resolution of conflicts and inconsistencies between or among city source reduction and recycling elements.5. To develop goals, policies, and procedures that are consistent with guidelines and regulations adopted by the Integrated Waste Management Board, and to guide the development of the Siting Element of the County-wide Integrated Waste Management Plan.6. To advise the Board of Supervisors on matters pertaining to the County-wide Household Hazardous Waste Program.
MEETING DATE AND LOCATION:	The committee meets on an as-needed basis at the Department of Public Works, Conference Room A 1810 East Hazelton Avenue, Stockton, California.
PUBLIC WORKS REPRESENTATIVE:	Desi Reno, Integrated Waste Manager San Joaquin County Public Works Department Solid Waste Division 1810 East Hazelton Avenue Stockton, California 95205 (209) 468-3066



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Post for One Vacancy and Re-Post for Two Vacancies on the Lodi Arts Commission

MEETING DATE: August 15, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for one vacancy and re-post for two vacancies on the Lodi Arts Commission.

BACKGROUND INFORMATION: The City Clerk's Office was notified of the resignation of Arts Commissioner Beverly Norcross. In addition, there are two other vacancies on the Commission, which were posted; however, at the close of the recruitment period, no applications were submitted and there were no valid applications on file for consideration. It is, therefore, recommended that the City Council direct the City Clerk to post for the vacancy below and re-post for the remaining two vacancies on this Commission.

Lodi Arts Commission

Beverly Norcross	Term to expire July 1, 2010
Vacancy	Term to expire July 1, 2008
Vacancy	Term to expire July 1, 2008

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. The City Council is requested to direct the City Clerk to make the necessary postings.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report

MEETING DATE: August 15, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through July 31, 2007.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: See attached.

Randi Johl
City Clerk

RJ/JMP

Attachment

APPROVED: _____
Blair King, City Manager

Cumulative Report through July 31, 2007

Prepared by: JMP



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive the 2007 Lodi Citizen Survey

MEETING DATE: August 15, 2007

PREPARED BY: City Manager

RECOMMENDED ACTION: Receive the results of the 2007 Lodi Citizen Survey.

BACKGROUND INFORMATION: On July 31, 2007, at the Tuesday Shirtsleeve Meeting, Dr. Thomas Miller, President of the National Research Center, presented the results of the 2007 Lodi Citizen Survey. Dr. Miller explained how the survey was conducted and offered its results. The City Council was told at that time that it would be asked to formally accept the results at the August 15, 2007 City Council meeting. This is a second opportunity to discuss the survey, and as the survey points out, 32% of Lodi's population watches the Council meetings on television.

In February 2007, the City Council authorized the City Manager to conduct a survey to measure satisfaction levels with City services via the National Citizen Survey Program offered by the National Research Center in Boulder, Colorado. Citizen surveys are an important indicator of government performance, a key tool to judge whether the City is accomplishing its mission successfully. The cost of the survey was very competitive, (total costs in the range of \$13,000), less than the 2004 survey that cost \$25,700, and the current General Plan survey that also costs in the neighborhood of \$25,000.

The survey used sampling techniques and is considered a scientifically valid survey. It was mailed to approximately 1,200 residents selected at random with 336 surveys being completed and returned. The margin of error was within +/- 5%. The survey results were weighted by tenure, ethnicity and gender/age to represent the community based upon the 2000 census.

The Council has been provided with a (1) summary report, (2) the full survey results, (3) cross-tabulation of the results based upon how long the respondent lived in Lodi, income, age, and gender, and (4) comparison of the survey with a data bank of other cities that asked the same question and the results of the previously administered surveys.

APPROVED: _____
Blair King, City Manager

Generally, the City's core services scored well. However, there is always room for improvement. On a 100-point scale, the following results were reported:

Receive value for taxes paid	59
Pleased with the overall direction the City is taking	56
Lodi welcomes citizen involvement	62
The City government listens to citizens	50
Quality of police services	62
Quality of fire services	79
Quality of ambulance/emergency medical services	70
Quality of crime prevention	46
Quality of fire prevention and education	62
Quality of traffic enforcement	59
Quality of street repair	46
Quality of street cleaning	54
Street lighting	57
Sidewalk maintenance	44
Bus/Transit Services	59
Appearance of parks	66
Appearance of Hutchins Street Square	76
Quality of services at Hutchins Street Square	69
Appearance of Lodi Lake	66
Public Library services	68
Recreation programs or classes	53
Range/variety of recreation programs or classes	48
Quality of water services	53
Quality of sewer services	60
Quality of garbage collection	69

Residents thought that travel is easy in Lodi.

Residents also feel that Lodi provides a higher quality of service than the State or federal government.

Residents want more affordable quality housing, feel that population growth is too rapid, and jobs growth is to slow.

The survey is dense with information that will require time to analyze and digest. To make the most out of the survey results, the Council has appointed Councilmember Hitchcock ,and the Budget and Finance Committee has appointed John Johnson, to work with staff to review the survey, explore the meaning of results, and make recommendations for action to the City Manager.

FISCAL: The survey cost approximately \$13,000.

Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Staff Recommendation for Preferred Site Selection for the Lodi Surface Water Treatment Facilities

MEETING DATE: August 15, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the staff recommendation for the preferred site selection for the Lodi Surface Water Treatment Facilities.

BACKGROUND INFORMATION: At the April 4, 2007 Council meeting, a professional services contract was awarded to HDR, Inc., of Folsom, to prepare the Surface Water Treatment Feasibility Conceptual Design and Feasibility Evaluation for Water Supply and Transmission. An important element of this contract was the consideration of five alternative sites with the objective to receive Site Selection direction from the City Council early in the program. By selecting the preferred site early in the program, it allows for a focused evaluation of the single site instead of multiple sites.

Initial screening of the five alternative sites has been completed, and Site A is recommended as the preferred site. The five alternative sites (as shown on Exhibit 1) were:

- A – The vacant 13 acres at the west side of Lodi Lake
- B – The General Mills orchard property west of Site A
- C – The “scenic overlook” site at the end of Awani Drive at the Mokelumne River
- D – Along the Woodbridge Irrigation District (WID) Canal, 0.6 miles northwest of the corner of Lower Sacramento Road and Sargent Road (immediately west of the proposed Westside residential development project)
- E – Along the WID canal, just north of Turner Road

A complete copy of the Draft Technical Memorandum 1 – Alternative Site Selection – Initial Screening (TM 1) is provided as Attachment A. A summary of TM 1 is provided below.

The screening criteria applied to each of the alternative sites are listed below:

1. Sufficient Size of Site (minimum 5 acres) – Membrane filtration or conventional treatment plant have been assumed.
2. Flooding Hazard and Flooding Protection – Each site is assumed to be modified to a 500-year flood protection condition. Costs vary.
3. Water Quality – Each site has similar characteristics, except Site C that is superior to all.
4. Environmental Permitting Issues – The primary environmental differentiator is the requirement for a new river intake at Site C, which would be costly and difficult to permit.
5. Costs Including Piping to the Site and Site-Specific Improvement Costs

APPROVED: _____
Blair King, City Manager

Approve Staff Recommendation for Preferred Site Selection for the Lodi Surface Water Treatment Facilities

August 15, 2007

Page 2

6. Educational Opportunities – Visitor center/river education center
7. Aesthetic Compatibility with Surrounding Area

Site A ranked highest or near-highest in the categories of Sufficient Size, Environmental Permitting, Pipeline Costs, Site Improvement Costs, Educational Benefits, and Aesthetic Compatibility. Although Site B ranked high along with Site A, the site acquisition costs associated with Site B lowered its ranking. Site A requires approximately two feet of fill to provide 500-year flood protection. Site C is not recommended for further consideration for Site Size and Environmental considerations.

At its August 7, 2007 meeting, the Lodi Parks and Recreation Commission voted (4-1) to support the Site A concept. The Commission had a number of concerns and suggestions:

- That the Parks & Recreation staff, the Commission and the public be involved in the overall site design
- That the aesthetics of the project fit well within Lodi Lake Park
- That the project provide some Park benefit to mitigate the loss of land that has been planned for future park development

Public Works staff concurs with these points and looks forward to assisting in the improvement of this land that has been vacant since its purchase in 1957, should the City Council approve the staff recommendation.

“Next steps” in this project process will be to refine the site layout and the treatment technology (which includes the watershed assessment), geotechnical work, evaluation of environmental considerations, distribution system modification evaluation and phasing/cost estimates. Staff hopes to be ready to start final design in less than eighteen months in order to have a functioning facility in the 2010/11 time frame.

FISCAL IMPACT: Site A is the recommended site for the Surface Water Treatment Facility and could realize a reduced capital expenditure in excess of \$1,000,000.

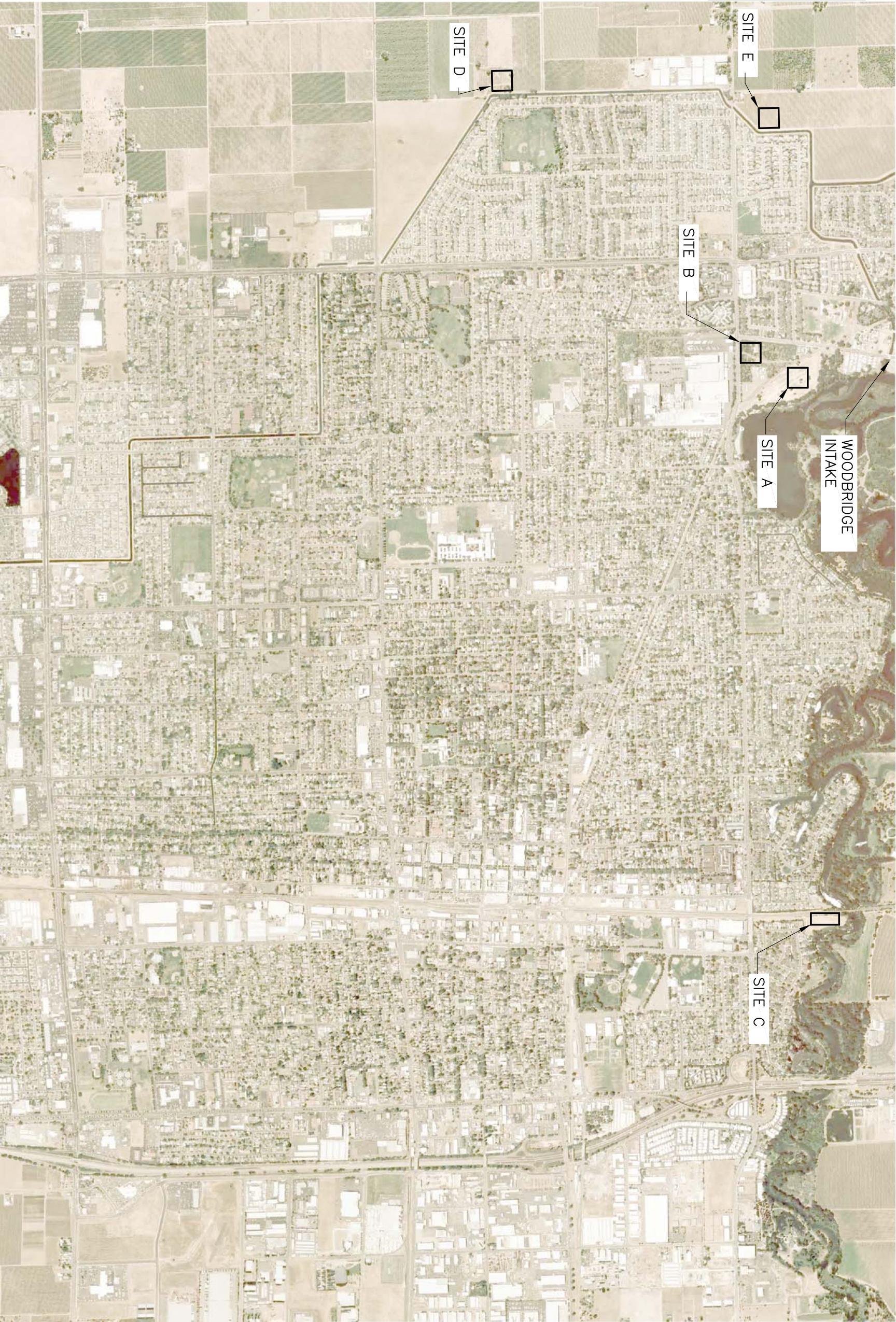
FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

Prepared by F. Wally Sandelin, City Engineer/Deputy Public Works Director

RCP/FWS/pmf

Attachment



1" = 120'



ALTERNATIVE SWTF SITE LOCATIONS



CITY OF LODI – SURFACE WATER TREATMENT FACILITY

DATE	6/19/07
FIGURE	1

TM 1 - ALTERNATIVE SITE SELECTION - INITIAL SCREENING

City of Lodi Surface Water Treatment Facility Conceptual Design and Feasibility Evaluation

July 30, 2007

Reviewed by: Richard Stratton, P.E.
Prepared by: Shugen Pan, PhD, P.E.

Introduction

The City of Lodi (City) contracted with HDR and WYA to develop a conceptual design and feasibility evaluation of alternatives for a nominal 12 million gallon per day (mgd) surface water treatment facility (SWTF), storage facilities and distribution system improvements. As part of the project, the City wishes to evaluate the feasibility of surface water treatment at five potential sites as shown in Figure 1. The 12 mgd capacity of the SWTF is needed to have sufficient flexibility to fully utilize the City's 6,000 acre-feet per year water purchase from Woodbridge Irrigation District (WID). The WID water currently can only be used during the period March 1 through October 15. The 12 mgd plant capacity allows for satisfying peak demands during the summer plus providing the ability to treat carryover water storage or potential surplus during wet years. The City identified four of the potential sites and gave the consultant the option of identifying one more site to be included in a screening process. The initial screening will establish the selection criteria and present preliminary findings and recommend the preferred site(s). A detailed evaluation of selected site including water system modeling of the needed piping to convey water to the distribution system, detailed analysis of needed site improvements, and a layout of the SWTF on the selected site will be presented in a separate TM.

Criteria for Initial Site Screening

The purpose of the initial site screening is to identify preferred sites for the SWTF and eliminate inferior sites from further evaluation. The following initial criteria will be used to screen the sites. Additional criteria may be added based on input from the City.

- Sufficient size of site (at least 5 acres need).
- Flooding hazard.
- Environmental issues (Significant environmental impacts).

- Pipe line costs (raw water pipe line from intake to SWTF and treated water pipe line from SWTF to distribution tie in). Preliminary costs based on current information are used for this initial comparison. These costs will be refined after hydraulic modeling is performed.
- Site Improvement Costs (including land procurement, site access improvements, drainage facilities, and flood protection features).
- Other Benefits (use of facilities by public for educational purposes)
- Aesthetic compatibility with the surrounding land uses

Potential SWTF Sites

The following five potential sites have been identified for the SWTF. The sites are shown in Figure 1.

Site A – Lodi Lake site (City owned).

Site B – General Mills site - This site is adjacent to site A to the west across the railroad tracks.

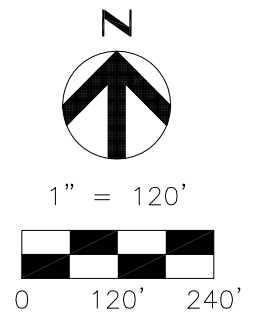
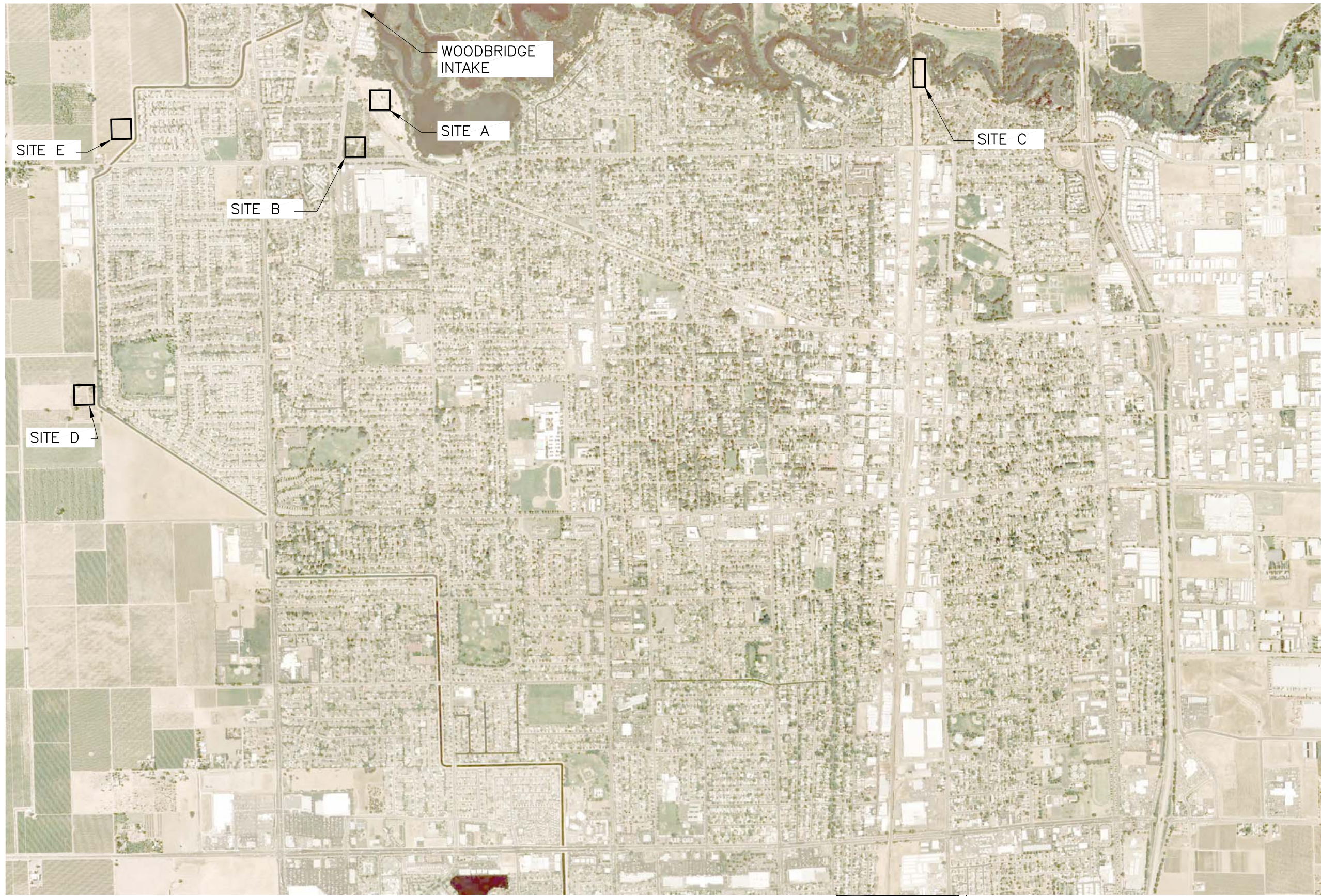
Site C – Old landfill site at the end of Awani Drive along the Mokelumne River (City owned).

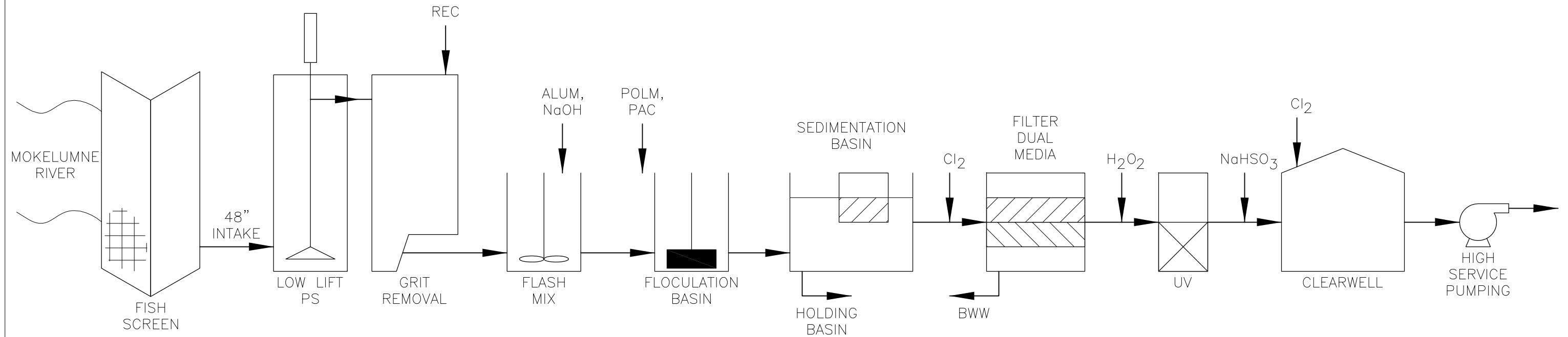
Site D – Along Woodbridge Irrigation District (WID) canal 0.6 mile northwest of corner of Lower Sacramento Drive and West Sargent Rd. This site is adjacent to proposed future development.

Site E – Along the WID canal just north of Turner Road.

Sites A through D are identified by the City as potential SWTF sites. Site E was identified by HDR as an additional potential site. This site was picked because it is along the WID Canal alignment, and is existing farm land located near the west side of the City's water distribution system.

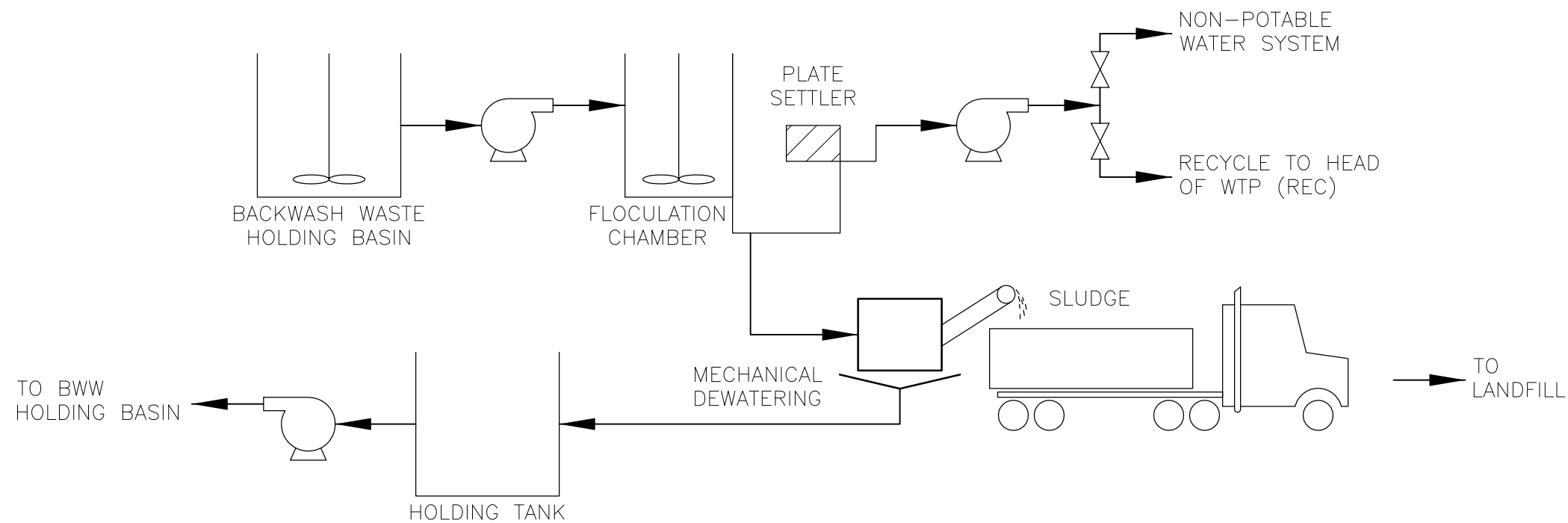
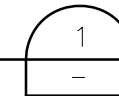
In order to determine the acreage of land needed for the SWTF, design criteria for both conventional and membrane treatment processes are developed (covered in detail in a separated TM). Preliminary flow schematics for conventional treatment and membrane filtration are shown in Figures 2 and 3, respectively. Conceptual layouts for conventional treatment and membrane treatment are presented in Figures 4 and 5, respectively.





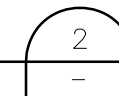
CONVENTIONAL TREATMENT

SCALE: NONE



CONVENTIONAL WTP SOLIDS HANDLING

SCALE: NONE

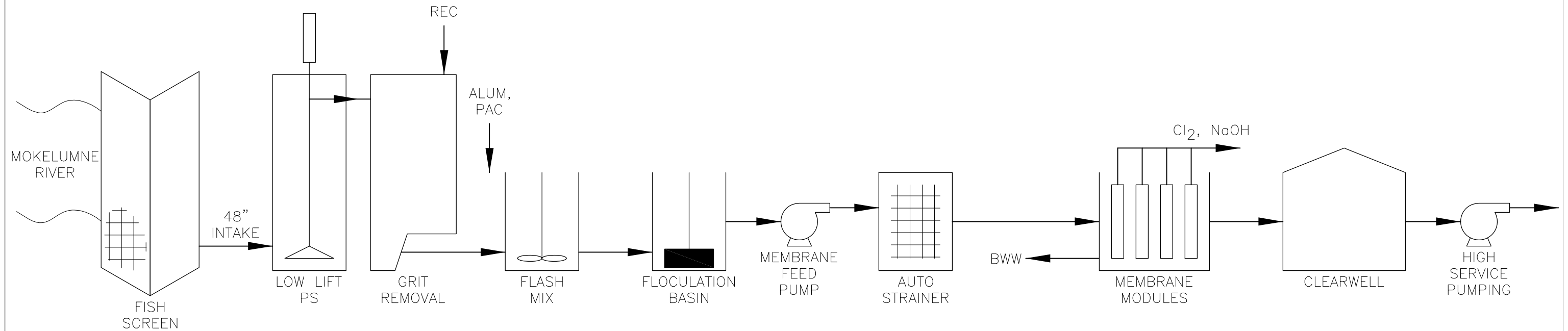


HDR

FLOW SCHEMATIC CONVENTIONAL TREATMENT

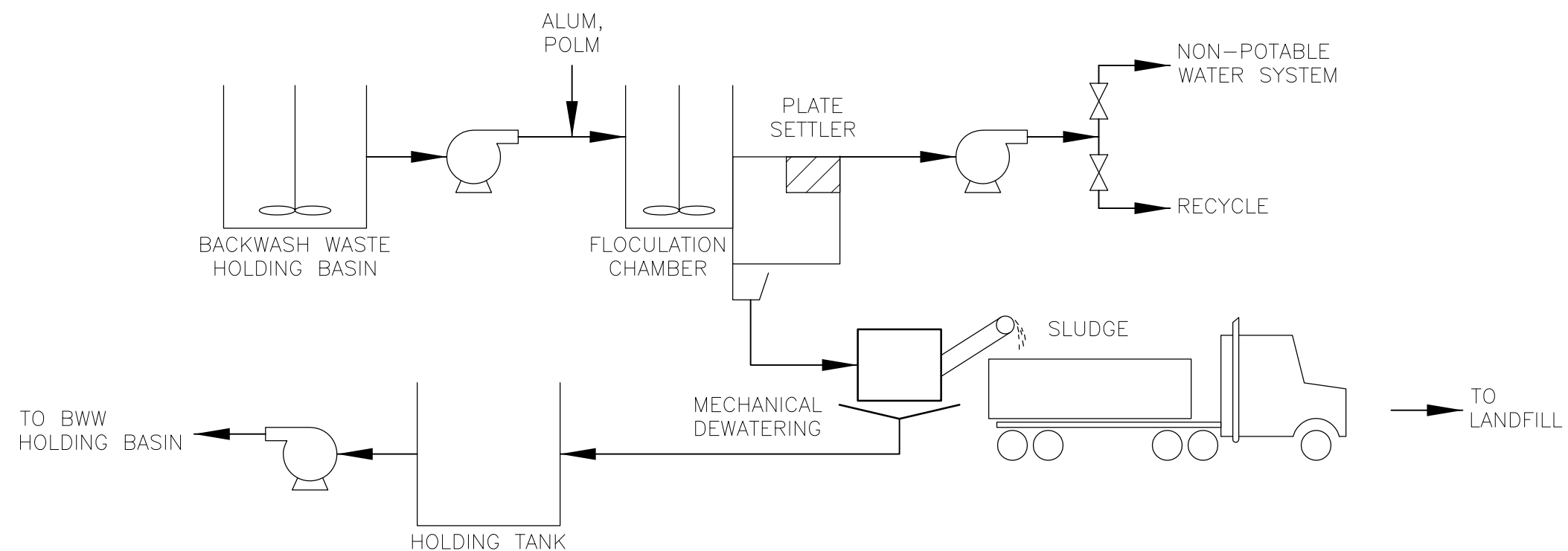
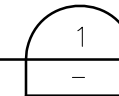
CITY OF LODI – SURFACE WATER TREATMENT FACILITY

DATE	6/19/07
FIGURE	2



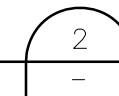
MEMBRANE TREATMENT

SCALE: NONE



MEMBRANE SOLIDS HANDLING

SCALE: NONE



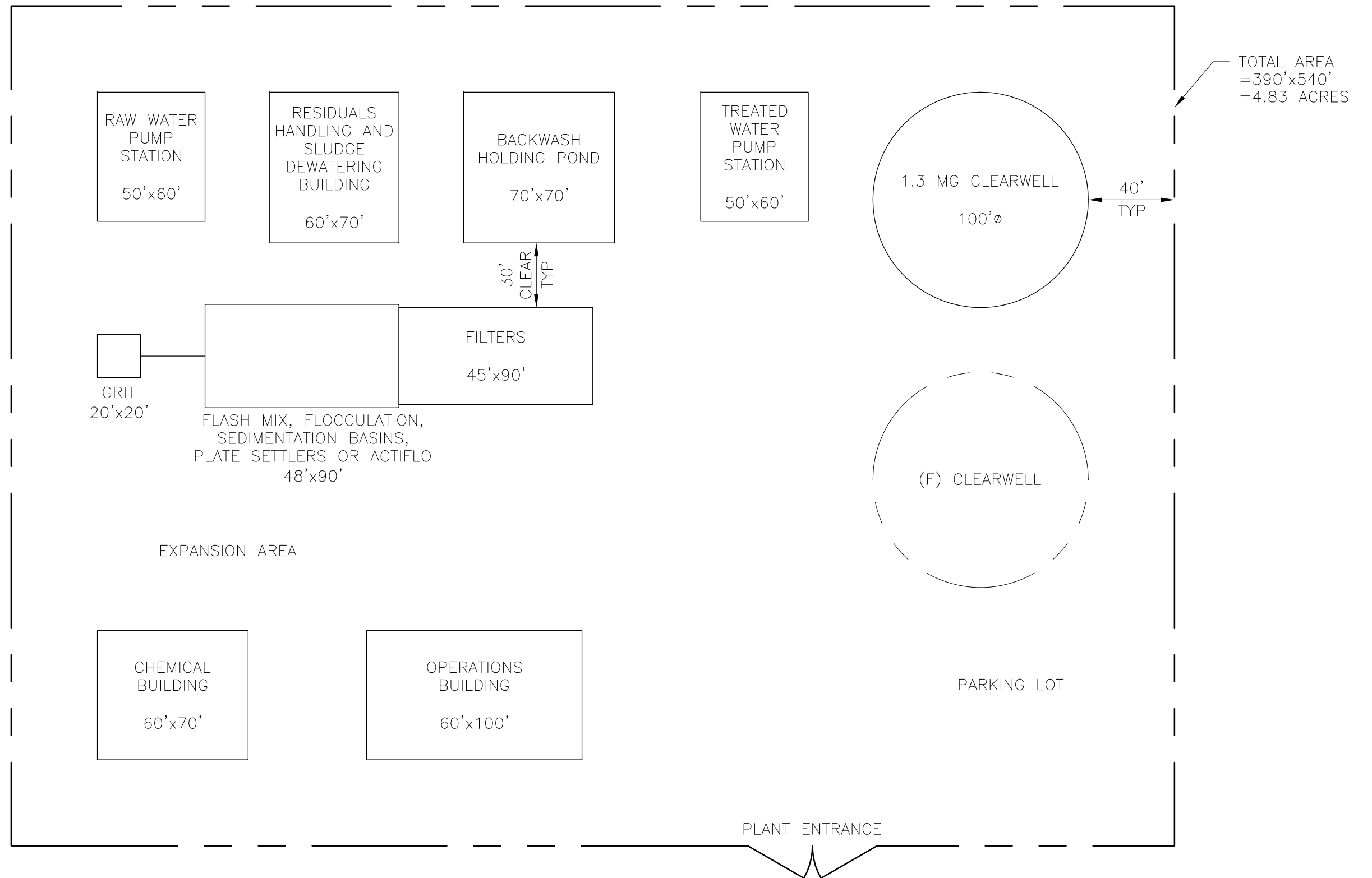
HDR

FLOW SCHEMATIC MEMBRANE TREATMENT

CITY OF LODI – SURFACE WATER TREATMENT FACILITY

DATE
6/19/07

FIGURE
3



PLANT LAYOUT

SCALE: 1"=50'

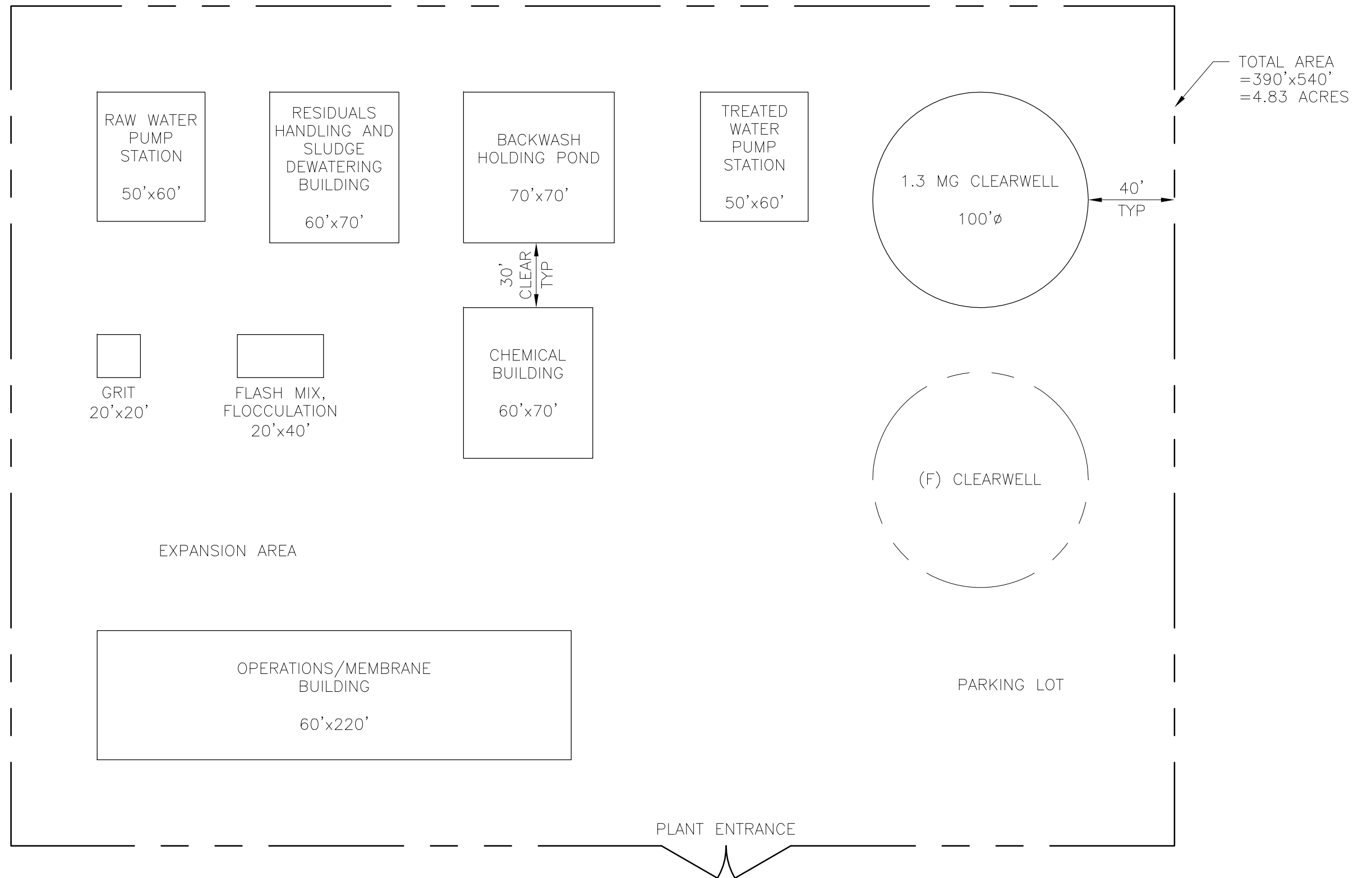
HDR

PLANT LAYOUT CONVENTIONAL TREATMENT

CITY OF LODI – SURFACE WATER TREATMENT FACILITY

DATE
6/19/07

FIGURE
4



PLANT LAYOUT

SCALE: 1"=50'

HDR

PLANT LAYOUT MEMBRANE TREATMENT

CITY OF LODI – SURFACE WATER TREATMENT FACILITY

DATE
6/19/07

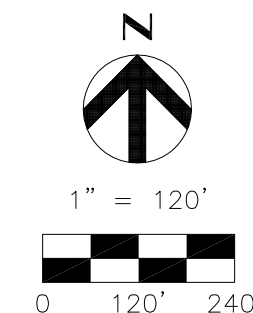
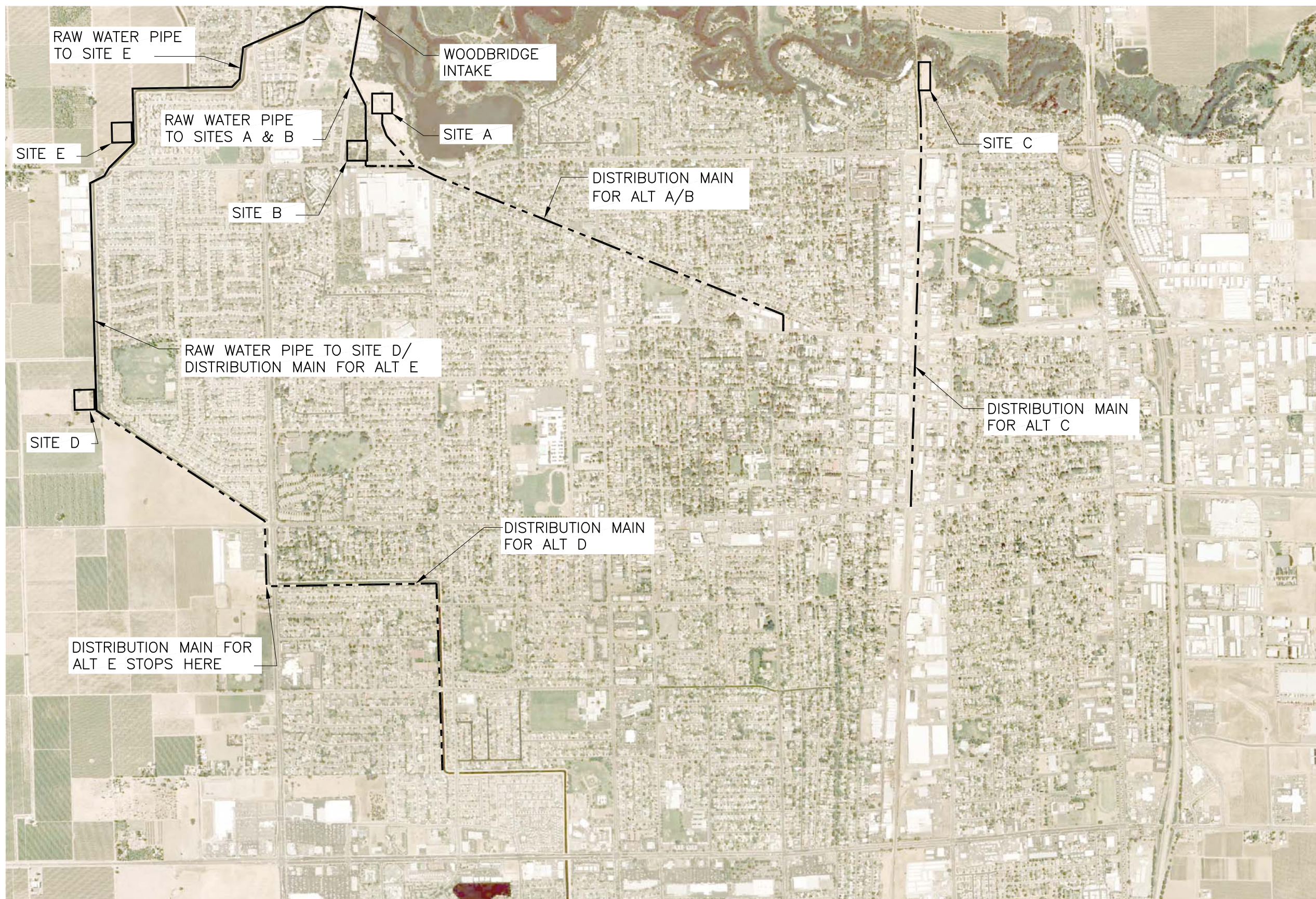
FIGURE
5

In order to accommodate the 12 mgd ultimate capacity of the treatment plant, a minimum plant site size of 5 acres is recommended. This will provide sufficient space for either conventional treatment or membrane treatment facilities and allow for efficient site planning and possible future additions to the treatment facility. If practical, additional site area would be desirable to provide a wide landscaping buffer along the perimeter buffer to mitigate noise and visual impacts.

Preliminary Evaluation

The preliminary screening matrix for the alternative sites is presented in Table 1. A comparison of the costs for each site is summarized in Table 2. Assumptions used for the cost comparison are as follows:

- Land acquisition costs are based on an initial estimate of \$200,000 per acre based on information from the City. For cost comparison, a total site area of 5 acres of land is assumed.
- Pipeline costs, including the raw water pipeline to the SWTF and treated water main from the SWTF to the City's distribution system. The raw water and treated water main routing for each alternative is shown in Figure 6. These preliminary alignments are based on information in the Technical Memorandum -Preliminary Planning for Water Distribution System Expansion (RMC - November 2, 2006).
- Site improvement costs: Preliminary costs are based on raising the grade of the sites in the flood plain to 1.5 feet above the 100 year flood level. Costs also include an access road or driveway from the nearest available road onto the site.
- Additional Improvements: Due to the long distance of Site C from the new WID canal intake facility, the cost of a new river intake structure is included for Site C. In addition, because of potential poor soils in the land fill, it is assumed that all of the structures at Site C would be built on piles. The cost of piles is included with the other costs for this site.
- The cost of the water treatment facility is the same for each alternative and is not included in the comparison.
- Operating costs will be similar for each site and are not considered for this initial screening. (Although more pumping costs are expected for alternatives with longer pipelines, these costs are considered covered in the pipeline costs)



LEGEND:

- RAW WATER PIPE
- DISTRIBUTION MAIN



**ALTERNATIVE SWTF SITE LOCATIONS
RAW WATER AND TREATED WATER ROUTING**

CITY OF LODI — SURFACE WATER TREATMENT FACILITY

DATE

6/19/07

FIGURE

6

Table 1 Preliminary Screening of SWTF Alternative Sites

Site Alternative	Site A	Site B	Site C	Site D	Site E
Available Space	13.0 ac owned by City, more than sufficient.	8.9 ac owned by General Mills with no plans to sell, sufficient.	3.0 ac owned by City, additional land may be available from the railroad company.	8.6 ac owned by private party, sufficient.	> 5 ac available from private party, sufficient
Flood Hazard	Currently in FEMA 500-year flood zone. The site elevation is also lower than the 100 year water surface elevation at of 44.5 based on the 1987 FEMA Flood Insurance Map.	Same as Site A	Currently in 500-year flood zone.	Currently falls outside of the 100-year or 500-year flood zones.	Currently in FEMA 500-year flood zone.
Water Quality	<ul style="list-style-type: none"> Water source is existing WID intake. Urban drainage enters the river upstream of the WID intake. Water body contact recreation in Lodi Lake upstream of intake. 	Same issues as for Site A.	Upstream of most urban run-off and Lodi Lake	Same issues as for Site A.	Same issues as for Site A.
Environmental Permitting Issues	The SWTF will need to be compatible with the Lodi Lake Park Master Plan.		<ul style="list-style-type: none"> This site would require a new Mokelumne River Intake that would be difficult to 		

			<p>permit</p> <ul style="list-style-type: none"> • Clean-up of the old landfill may be required prior to constructing any new facilities • Access to the site is through a residential neighborhood 		
Required Pipelines	<p>The total length of raw water line from the WID intake at Woodbridge is about 3,000 feet. The treated water distribution main is about 7,000 feet based on preliminary evaluation of the City's distribution system.</p>	<p>The total length of raw water line from the new WID intake at Woodbridge is about 3,500 feet. The treated water distribution main is about 7,000 feet based on preliminary evaluation of the City's distribution system.</p>	<p>A new intake will need to be constructed at the site. It is impractical to use the WID intake at Woodbridge 13,800 feet away. The treated water distribution main is about 9,000 feet based on preliminary evaluation of the City's distribution system.</p>	<p>The total length of raw water line from the new WID intake at Woodbridge is about 12,000 feet. The treated water distribution main is about 9,000 feet based on preliminary evaluation of the City's distribution system.</p>	<p>The total length of raw water line from the new WID intake at Woodbridge is about 7,800 feet. The treated water distribution main is about 9,000 feet based on preliminary evaluation of the City's distribution system.</p>
Required Site Improvements	<ul style="list-style-type: none"> • Access road from Turner Road onto the south end of the site (including a rail road crossing) and roadway to the north side where 	<ul style="list-style-type: none"> • Purchase minimum 5 acres of land. • Access road from Lower Sacramento 	<ul style="list-style-type: none"> • Purchase of additional 2 acres of land in a developed area (land may not be available) • Access road from 	<ul style="list-style-type: none"> • Purchase minimum 5 acres of land. • Access road from the Lower 	<ul style="list-style-type: none"> • Purchase of minimum 5 acres of land. • Access road from the Tuner Road

	<p>SWTF would be located.</p> <ul style="list-style-type: none"> Fill to bring SWTF above the 100-year flood elevation 	<p>Road onto the site.</p> <ul style="list-style-type: none"> Fill to bring SWTF above the 100-year flood elevation. 	<p>Awani Drive onto the site.</p> <ul style="list-style-type: none"> Piles in building areas. A new intake at site. 	<p>Sacramento Road onto the site (the costs for this item could possibly shared with the planned housing development)</p>	<p>onto the site.</p>
Other Benefits	<p>Part of the operations building could include an education for Lodi Lake and Mokelumne River environmental topics and water supply and treatment.</p> <p>Would jump start park development.</p>			Outside urban area.	Outside urban area.
Aesthetic Compatibility with Surrounding Area	<p>View of the Lodi Lake, can blend well with the educational uses of the area.</p>	<p>Fits in with industrial uses, but not educational uses.</p>	<p>View of the Mokelumne River, however, not compatible with residential area.</p>	<p>May not blend well with new developments.</p>	<p>On edge of town. May not blend well with new developments.</p>

Table 2 SWTF Site Alternatives Cost Comparison Summary*

Site Alternative	Pipeline costs	Required Site Improvements	Site Acquisition	Total cost
Site A	\$3,600,000	\$765,000	\$0	\$4,365,000
Site B	\$3,780,000	\$705,000	\$1,000,000	\$5,485,000
Site C	\$3,240,000	\$4,560,000	\$400,000	\$8,200,000
Site D	\$7,560,000	\$400,000	\$1,000,000	\$8,960,000
Site E	\$6,048,000	\$60,000	\$1,000,000	\$7,108,000

*Note: Details of pipeline and site improvement costs for alternatives are included in Appendix A

Preliminary Findings and Recommendations

Based the site alternatives cost presented in Table 2, Site A has the lowest cost with the order of the alternative costs from the lowest to the highest being: Site A, Site B, Site E, Site C, and Site D.

Raw water pipeline cost is the most influential factor because of the significant differences in raw water pipeline length among the potential site alternatives. The treated water pipeline costs are similar among all the alternatives because all the alternative SWTF sites are fairly close to the perimeter of the existing distribution system and the treated water main can connect with the distribution system from all directions.

Major site improvement costs differ among different alternatives. Site C will need most site improvement including piles and a new intake structure. Site A, Site B, and Site E will require similar improvements to provide access and to do grading to ensure good drainage. Major Site improvement cost for Site D is the long access road (this cost could possibly be shared with the planned housing development).

Land acquisition is needed for all alternatives except Site A. Land is expected to be available for purchase at all sites except for Site C, which is in a developed residential area.

Environment impacted is not expected to be significant for all alternatives except Site C unless results of the under going environmental evaluation shows otherwise. Site C will require a new intake on the Mokelumne River which will be very difficult to permit.

The difference between Site A and Site B is that the City owns site A, but not site B. The cost difference of these two sites is primarily due to the land acquisition cost for site B. In addition, Site A has the advantage of incorporating educational and recreational facilities into the SWTF due to its proximity to the Lodi Lake. Ideally, the existing Discovery Center in the park can be upgraded, expanded and incorporated into the SWTF.

The aesthetic compatibility with surroundings is best for Site A because of proposed educational elements and public facility elements. The SWTF would seem out of place at all of the other sites.

Preliminary recommendations based on the initial screening are as follows:

- The recommended site for SWTF is Site A.
- If the under going environmental evaluation shows significant impact of the recommended alternative (Site A), the order of back up alternatives will be: Site B, Site E, and Site D.

- Eliminate Site C from further consideration because of the potentially high costs of dealing with the old landfill and the difficult permitting issues associated with a new intake.
- Perform more detailed evaluation on the selected site include water system modeling of the needed piping to convey water to the distribution system, detailed analysis of needed site improvements, and development of a layout of the SWTF on the site (in a separate TM).

Appendix A

Pipeline and Site Improvement Cost Breakdown

Table A-1 Raw Water and Distribution Main Costs for Alternative Plant Sites

Alternative Sites	Raw Water Line		Distribution Main		Total Cost
	Length (ft)	Cost	Length (ft)	Cost	
Site A	3000	\$1,080,000	7000	\$2,520,000	\$3,600,000
Site B	3500	\$1,260,000	7000	\$2,520,000	\$3,780,000
Site C		\$0	9000	\$3,240,000	\$3,240,000
Site D	12000	\$4,320,000	9000	\$3,240,000	\$7,560,000
Site E	7800	\$2,808,000	9000	\$3,240,000	\$6,048,000

Assumptions:

- 1) 24 IN pipeline is assumed for raw water line and treated water distribution main.
- 2) Unit cost for 24 IN pipe is assumed to be \$360/foot (\$15/Inch.foot) for cost comparison purposes.

Table A-2 Site Improvement Costs for Alternative Plant Sites

Alternative Sites	Fill Feet	Quantity (CY)	Fill Cost (\$ 20)	Access Road (Feet)	Road Cost (\$ 200)	New Intake and Piles	Total Cost
Site A	4	32,267	\$645,000	600	\$120,000		\$765,000
Site B	4	32,267	\$645,000	300	\$60,000		\$705,000
Site C	0			100	\$20,000	\$4,540,000	\$4,560,000
Site D	0			2000	\$400,000		\$400,000
Site E	0			300	\$60,000		\$60,000

Assumptions:

1. Cost is based on a 5-acre plant site.
2. Fill depth is based on raising the site elevation to 1.5 feet above the 100-year flood elevation.
3. Access road length is the minimum from the available road onto the plant site.
4. At site C, 1 pile is assumed for every 25 square feet at \$200; cost of new intake \$3,500,000.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution to Accept Estimates of Value and Authorize the Sale of City-Owned Property (FD)

MEETING DATE: August 15, 2007

PREPARED BY: Michael E. Pretz, Fire Chief

RECOMMENDED ACTION: Adopt a resolution to accept estimates of value and authorize the sale of City-owned property.

BACKGROUND INFORMATION: As Council may recall, Project Opportunity; A Review of City-Owned Property, was brought to Council for direction in February 2007. After discussion concerning the sale of City-owned property, Council directed staff to seek appraisals for the following properties:

- 1119 -1120 Awani Drive (APN 04125038 & 04141001) 3.65 acres
- 217 East Lockeford Street (APN 04122002), 1.36 acres
- Century Boulevard Right-Of-Way (West of Stockton Street) 3.06 acres

In order to determine that the sale of City property does not constitute a gift of public funds and to ensure appropriate pricing, the properties were appraised. In addition, staff has taken the listed properties to the Planning Commission for General Plan conformity. Sale of the Century Boulevard Right-of-Way did not conform to the current General Plan and will be offered for lease.

The parcels were appraised by Garry Duncan, of Duncan, Duncan and Associates, who determined the values based upon his expertise in real estate pricing in the Lodi area.

- | | |
|---|-------------|
| • 1119 -1120 Awani Drive (APN 04125038 & 04141001) 3.65 acres | \$1,200,000 |
| • 217 East Lockeford Street (APN 04122002) 1.36 acres | \$ 340,000 |
| • Century Boulevard Right-of-Way (West of Stockton Street) 3.06 acres | \$ 40,000* |

* Annual lease payment for this property based on \$400,000 appraised value.

The pertinent sections of the appraisal are attached. A copy of the full appraisal is available for review in the City Clerk's office.

Staff is now seeking direction to offer for the sale of the above listed properties. Staff will return to Council for final authorization for any particular sale.

APPROVED: _____
Blair King, City Manager

Adopt Resolution to Accept
Estimates of Value and
Authorize the Sale of
City-Owned Property (FD)
August 15, 2007
Page 2

FISCAL IMPACT: The inflow of revenue from the proceeds of the sale of the above listed properties could be used to fund one-time expenditures.

FUNDING AVAILABLE: Proceeds would be placed in the Capital Projects Fund to be used for possible one-time expenditures.

Kirk Evans, Budget Manager

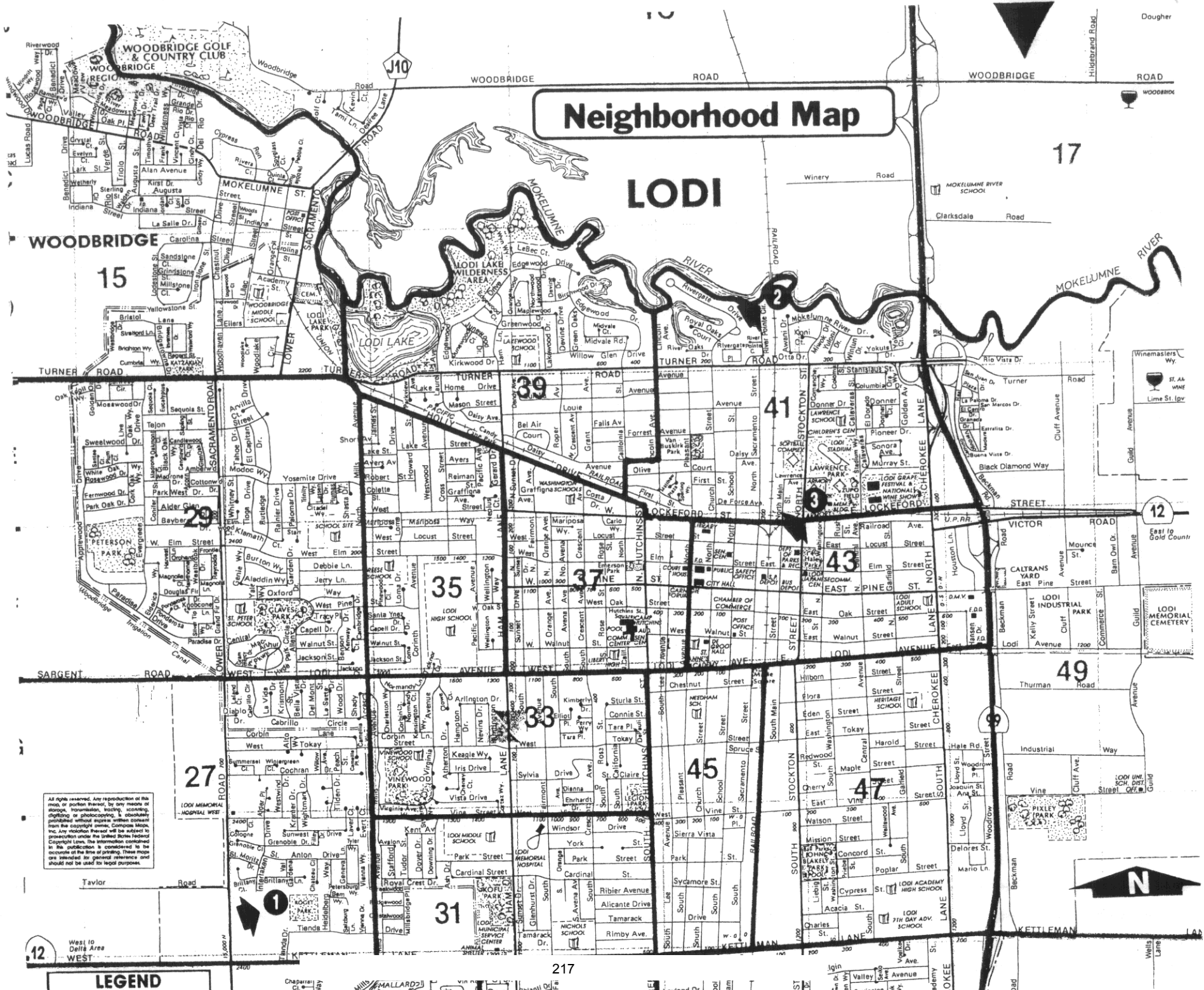
Michael E. Pretz, Fire Chief

MEP/lh

Attachments

cc: City Attorney

AWANI PROPERTY



Neighborhood Map

LODI

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LEGEND
freeways

NEIGHBORHOOD DESCRIPTION

The subject property is located at the northerly dead end of Awani Drive east of the Southern Pacific Railroad Mainline and south of the Mokelumne River. Mokelumne Village subdivision, developed in the 1980's, lies south and east of the subject.

They are mostly detached single family though the units on the west side of Awani Drive are attached townhouses. River Pointe and Rivergate subdivisions lie westerly of the subject and west of the rail line. This site was formerly utilized for waste disposal and there have been dated studies as to the condition of the subject property. I am assuming that the condition can be remediated with a moderate expenditure to allow future development of the site.

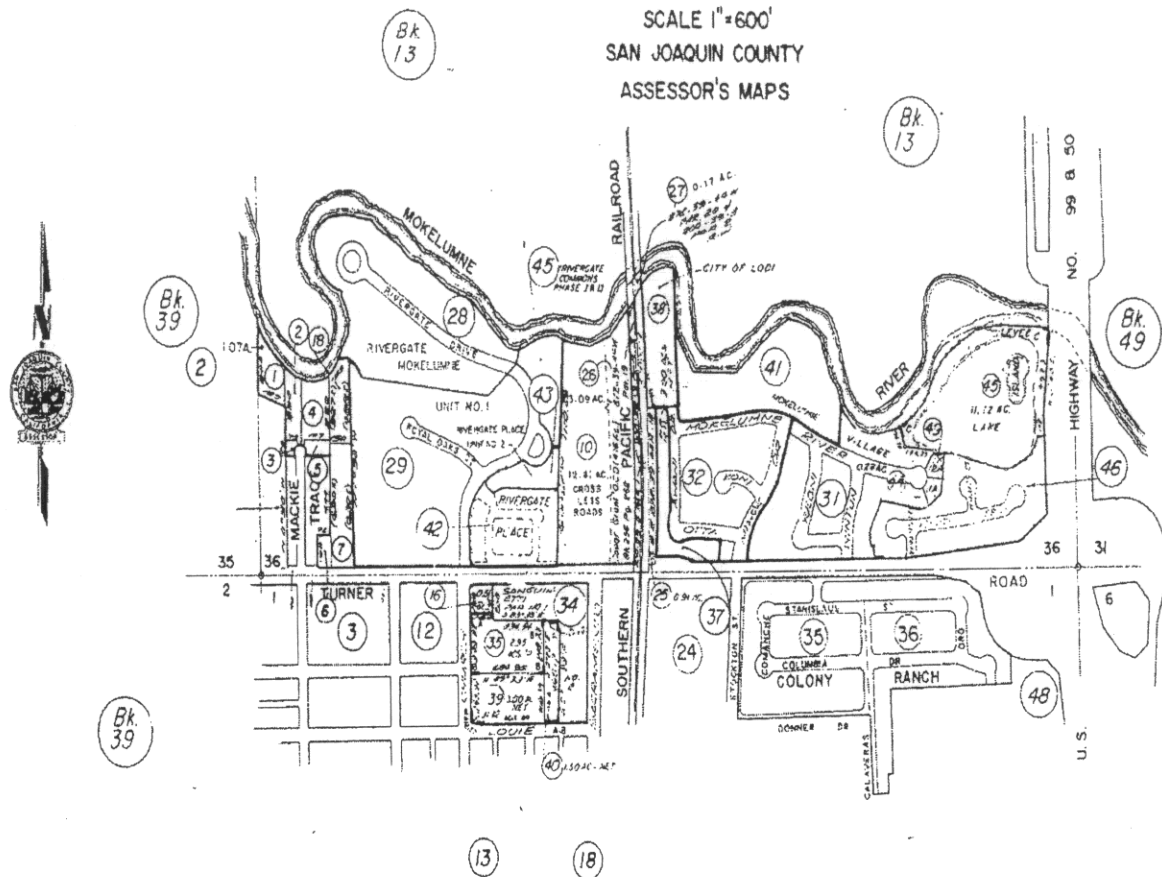
Plat Map

0 - POR. MOKELUMNE VILLAGE
POR. OF SEC. 36 T.4N. R.6E.

SCALE 1"=600'

SAN JOAQUIN COUNTY

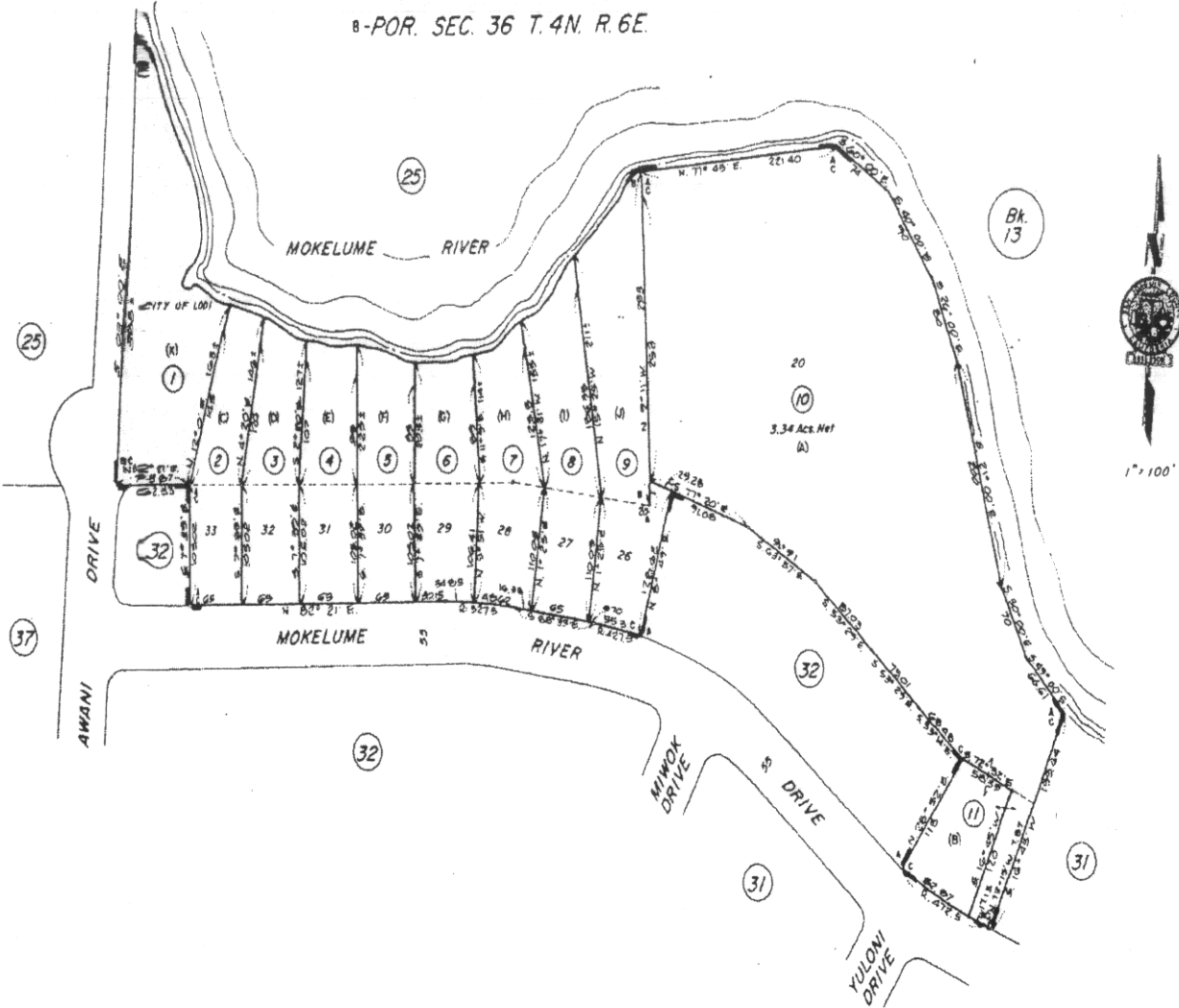
ASSESSOR'S MAPS



Plat Map

A - POR. MOKELUMNE VILLAGE

B-POR. SEC. 36 T. 4N. R. 6E.



PROPERTY DESCRIPTION

OWNER OF RECORD

City of Lodi

ASSESSOR PARCEL NUMBERS

041-250-38 and 041-410-01

LOCATION

Northerly dead end of Awani Drive, west and south of the Mokelumne River and east of the Southern Pacific Railroad right-of-way.

LEGAL DESCRIPTION

Portion of Section 36, T. 4 N., R. 6 E. and Parcel K, Parcel Map Book 12, Page 179, in the City of Lodi.

Parcel 2

LAND DESCRIPTION

Size and Shape: The subject is irregular in shape. It has 200±' along Awani Drive with a maximum depth of 800±' for a total land area of 158,558± sq. ft. or 3.64± acres.

Zoning: The subject is not presently zoned but is in the city limits and jurisdiction. The parcel has a general plan designation for Low Density Residential.

Topography: The site is generally level and at street grade. The Mokelumne River forms the property's northerly and easterly boundary.

Streets and Access: The site is directly accessed from the dead end of Awani Drive, which is 55' wide public right-of-way, two lane, asphalt paved with concrete curbs, curb cuts, lighting, and sidewalks. There are no internal streets on the property.

Utilities: Electricity is provided by the city of Lodi, as are water and sewer to the subject property. Gas is provided by P.G.& E.

Flood Zone: According to map number 060229 0170B dated July 4, 1988, the subject property is located within Zone C, areas of minimal flooding.

Earthquake Zone: According to the Fault Rupture hazard Zoned in California, special

Earthquake Zone: According to the Fault Rupture hazard Zoned in California, special publications 42, prepared by the State Division of Mines and Geology and dated November 1, 1991, the subject is not within an Alquist-Priolo Special Studies Zone.

The Uniform Building Code adopted by the state of California has designated the subject vicinity as being within Earthquake Zone 3, identified as an area of moderate earthquake damage.

History of the property: The subject property has been under the same ownership for a number of years.

IMPROVEMENT DESCRIPTION

The subject property is unimproved. The site was used for public dumping many years ago and has been surveyed for environmental issues.

ASSESSED VALUES AND TAXES

Real estate taxes in the county of San Joaquin are calculated using a rate per \$100 of assessed value. The assessed value is set at 100% market value, as established by the San Joaquin County Assessor.

Since 1978, when proposition 13 was passed, real estate taxes in California have been limited to 1% of market value plus bonded indebtedness. The basis is 1975 assessed value, except when there is a change in title or the physical character of the property.

The current tax information for the subject parcel is summarized below.

Assessor's Parcel No.:	041-250-38	041-410-01
Tax Area Code:	001-001	001-001
Tax Rate:	1.331 per \$100 AV	1.331 per \$100 AV
Assessed Values:	The property is not presently assessed.	

Land

Improvements

Total

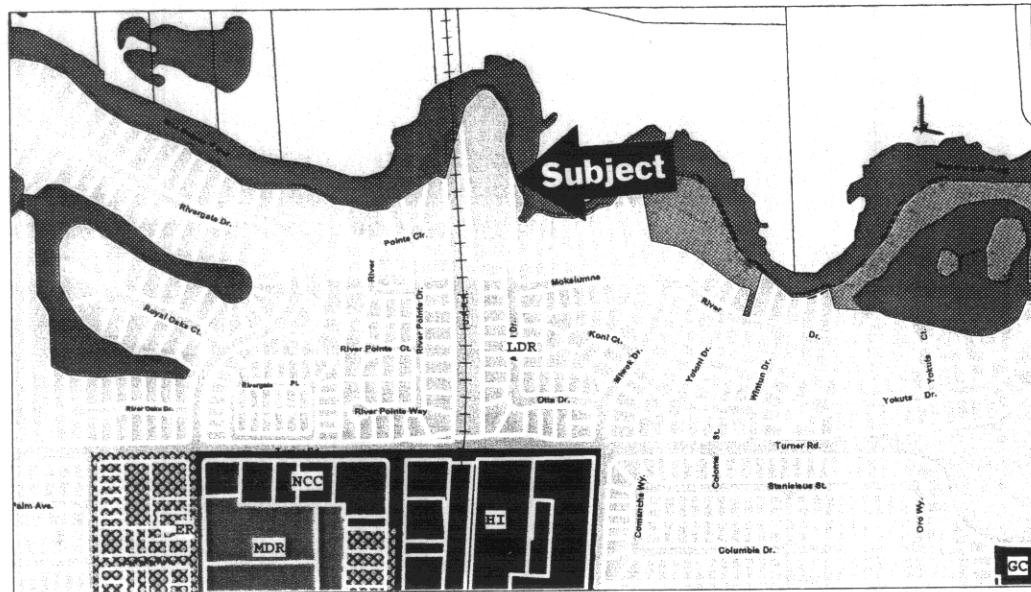
2006-2007 Taxes:

City of Lodi

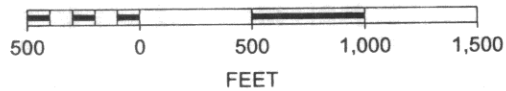
Base Map

Community Development

- General Plan Land Use**
- Office
 - Neighborhood Com...
 - General Commerical
 - Downtown Commer...
 - Heavy Industrial
 - Light Industrial
 - Low Density Reside...
 - Eastside Residential
 - Medium Density Res...
 - High Density Reside...
 - Planned Residential
 - Planned Residential ...
 - Public Quasi Public
 - Drainage Basin Park

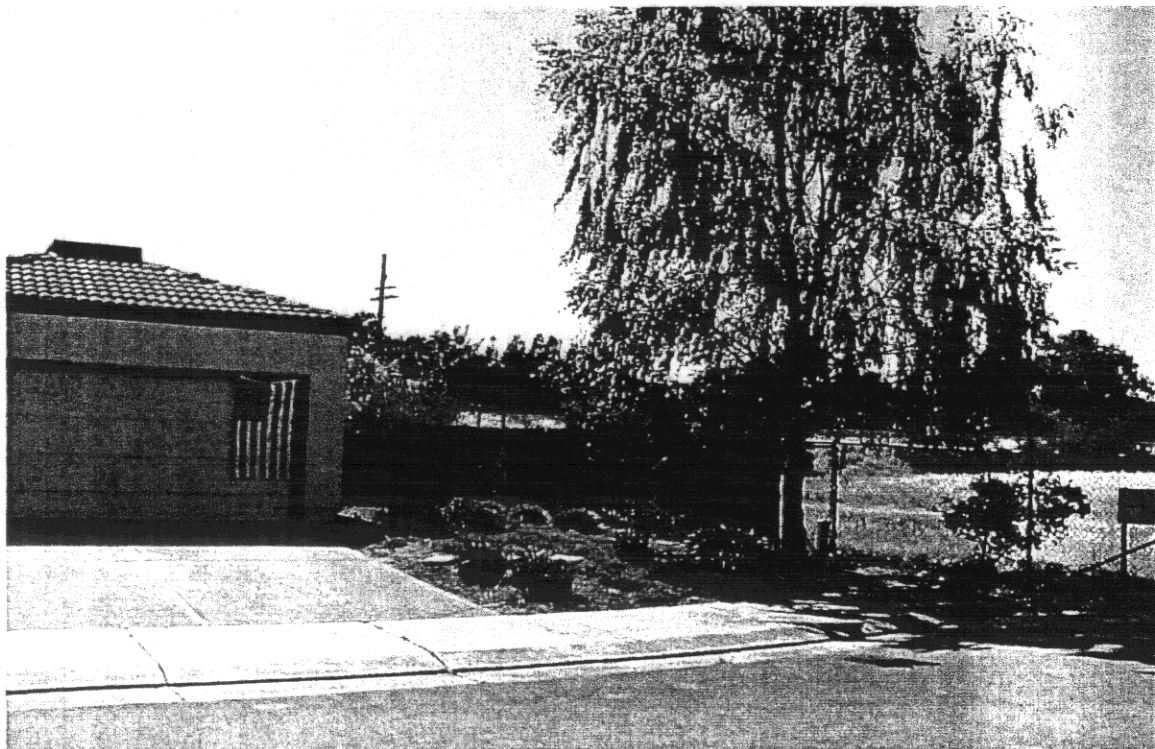


SCALE 1 : 10,220

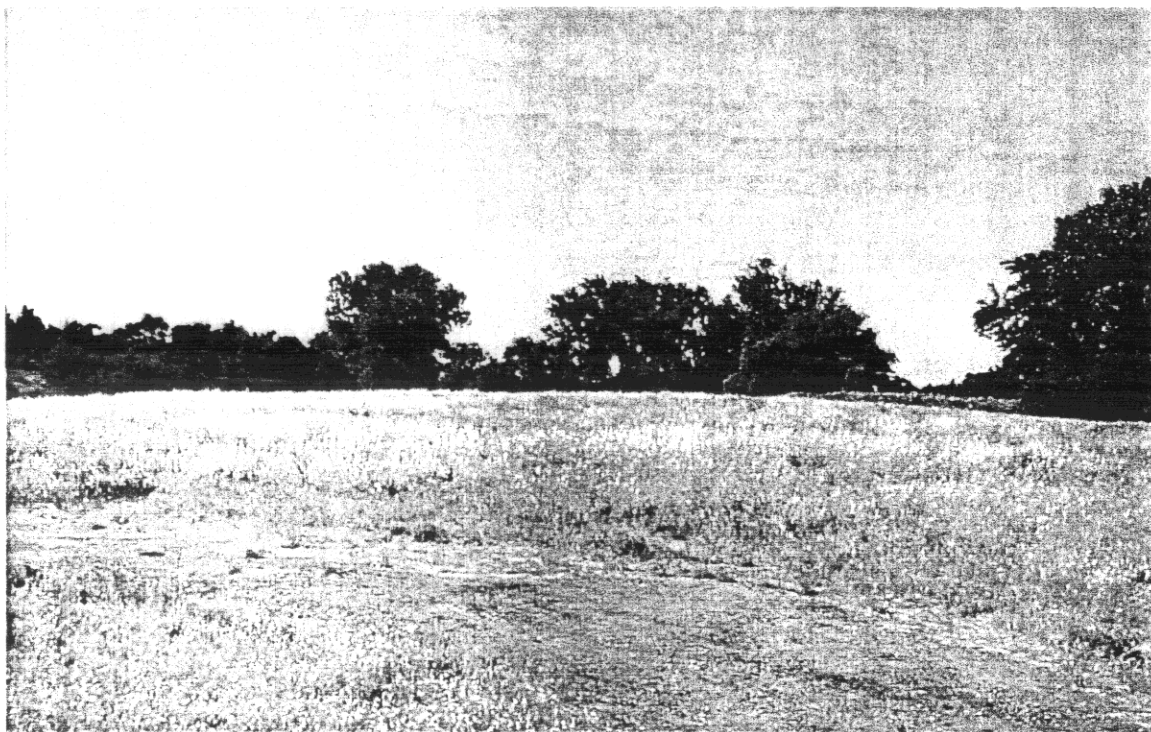




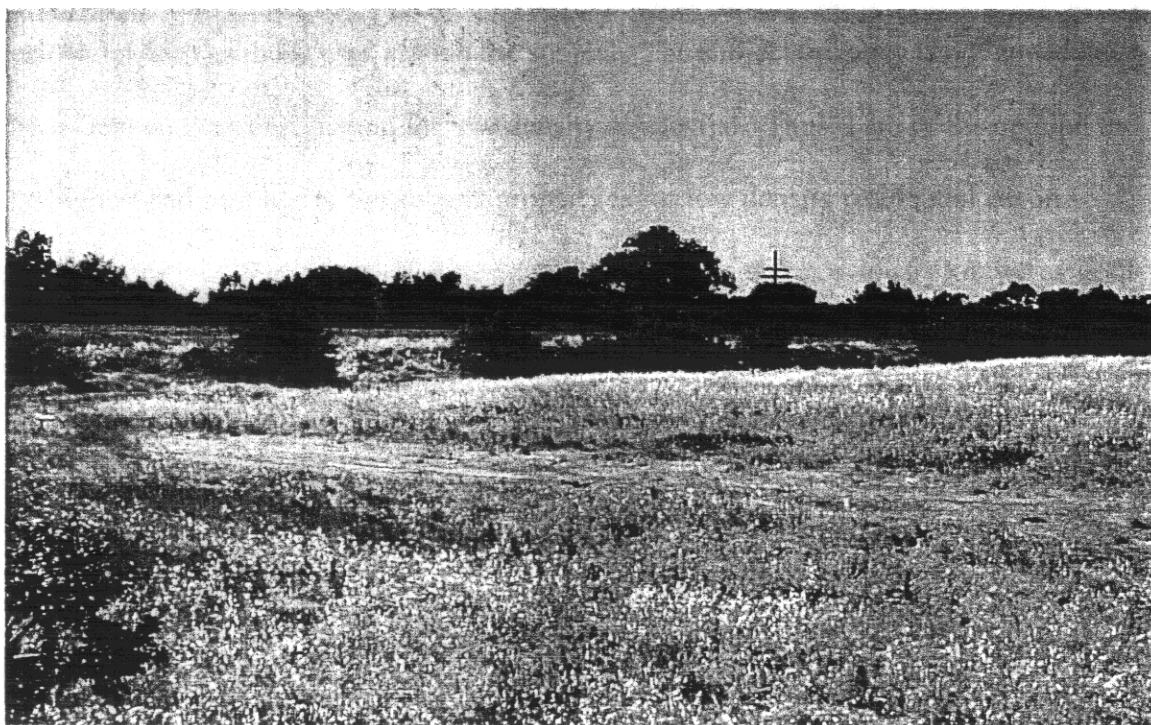
Awani Drive looking south away from subject property.



Subject Awani Drive property looking westerly toward Southern Pacific Railroad mainline.



Subject property looking north from dead end of Awani Drive.



Subject property looking northwesterly.

HIGHEST AND BEST USE

Highest and best use is that reasonable and probable use that will support the highest and best present value, as defined, as of the effective date of the appraisal.

Alternatively, that use from among reasonably probable and legal alternative uses found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The highest and best use of the subject site, as though vacant, is for low density residential such as those uses around the subject. The subject property is not zoned but has a General Plan designation for low density residential. Thus, I am of the opinion that the highest and best use of the subject property is for low density residential use in conformance with the general plan designation. This site was previously known as Lodi Scenic Overlook and was utilized as a dry garbage dump for many years prior to 1980. There is numerous correspondence and studies during the past 25± years. Though dated, it does not appear that there are major toxic issues with the property.

Exposure Time

I have discussed exposure time with sellers of similar property. Based on the subject's location, physical characteristics, and current market conditions, an exposure time of six to twelve months is considered reasonable. This exposure period assumes a reasonable listing price and aggressive marketing methods.

VALUATION DISCUSSION

Traditionally, there are three approaches to value. The cost approach involves the estimation of the reproduction cost new of all improvements and deducting from this cost new depreciation from all causes to arrive at a depreciated reproduction cost. To this, the estimated market value of the land is added to arrive at a reliable indication of value. This approach is particularly valid when buildings are new or proposed and are proper improvements for the site.

The income approach considers the present worth of future benefits derived from ownership and is measured through the capitalization of the property's projected income. The appraisal investigation develops a reliable estimate of the net operating income for the property and capitalizes this to an indication of value.

The market data approach is contingent upon the availability of comparable properties which have recently sold on the open market. Each sale is analyzed and its attributes compared with the subject property. Differences between each comparable and the subject are then adjusted to arrive at an indicated value from each transaction. For the purposes of this appraisal, the market data approach is the only method utilized for these vacant land parcels.

PARCEL 2 VALUATION

The subject property consists of two parcels of land surrounded by the Mokelumne River on the east and north sides, the Union Pacific Railroad mainline on the west and the Mokelumne Village Subdivision to the south. Due to these geographic limitations, the subject property cannot not be assembled with other property to maximize profitability. Thus, it must be developed independently to obtain the highest value.

Given the surrounding residential uses and the general plan designation of low density residential, the highest and best use is to develop to low density residential. The site is irregular in shape and thus requires more imagination to create a land plan. The site lends itself to river frontage lots. A road must be completed to create buildable lots. Utilities must be extended from Awani Drive. The site which was once a dry land fill, must be graded, certified clean, and will require some compaction to obtain usable pads. These are the physical constraints.

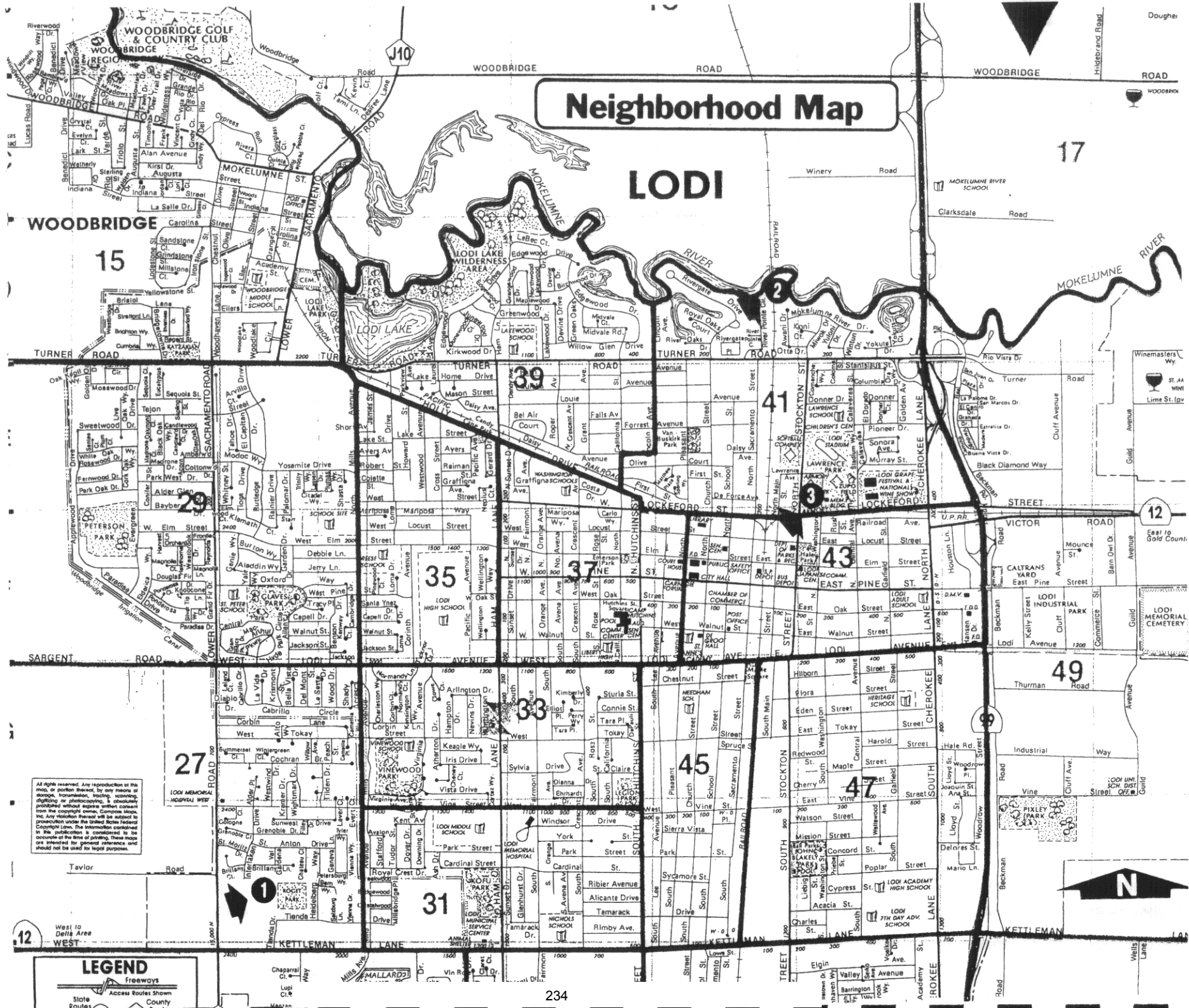
Due to the size of the site, it will not yield a large number of lots. It is my opinion that a developer would not create more than four lots, both due to the configuration but also so that one does not have to go through the State of California Subdivision Map Act. Thus the highest and best use of this site is to develop the parcel to four residential lots.

These lots upon completion, would command a significant premium compared to most residential lots in Lodi due to the river frontage. There are no other sites in the city limits which has this potential. Development will probably require two years, which is a positive due to the current soft market. These lots will have a conservative value of \$500,000 each on average. However the developer will have to spend significant sums to extend the road, utilities, clean and grade the site. I am of the opinion that a developer would pay \$300,000 per lot for this site due to the unique river frontage. Thus, I have concluded that the subject has a current market value of:

\$300,000 per lot @ 4 lots = \$1,200,000

This value assumes site clean up can be obtained at a reasonable cost.

LOCKEFORD PROPERTY



Neighborhood Map

LODI

WOODBRIDGE

15

17

TURNER ROAD

SARGENT ROAD

12 WEST

LEGEND

Freeways

Access Routes Show

County

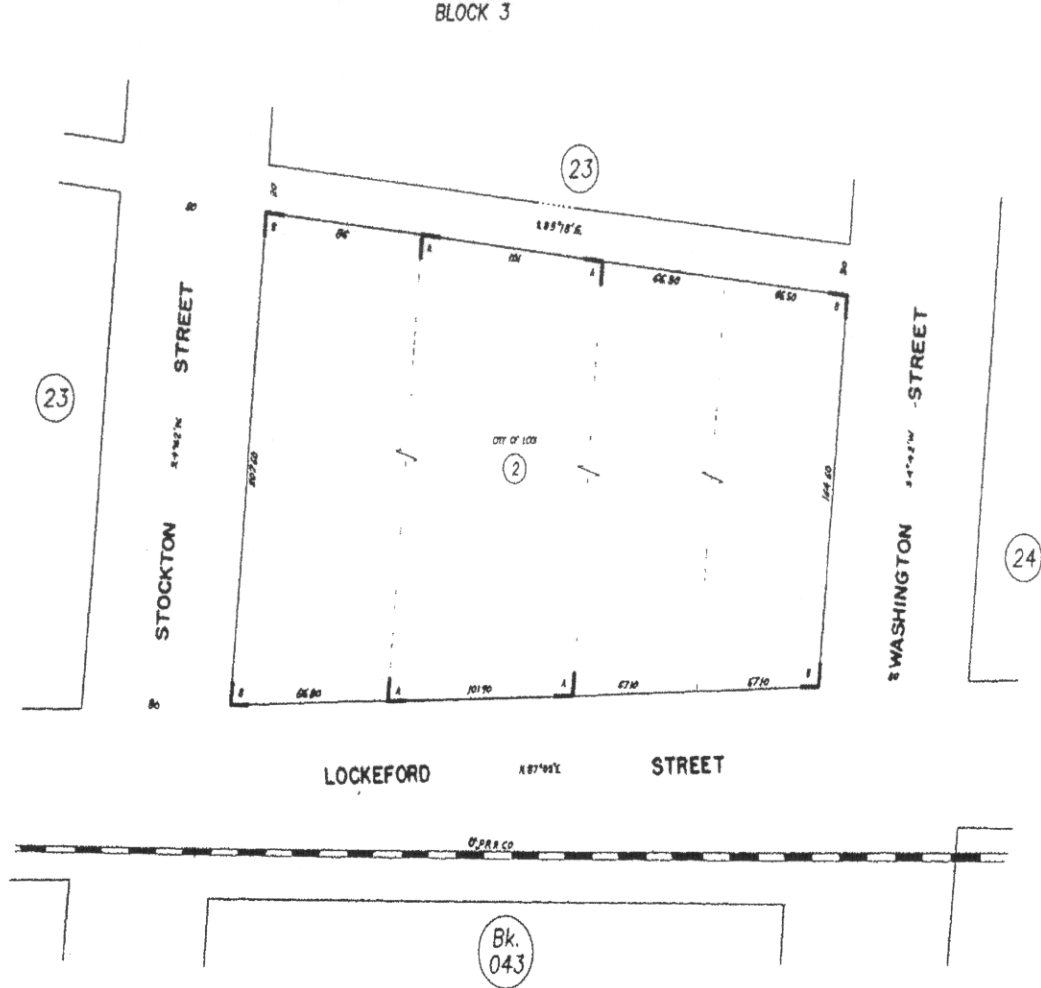
NEIGHBORHOOD DESCRIPTION

The subject property is one block bounded by Lockeford Street on the south, Stockton Street on the west, a dedicated 20' alley to the north, and Washington Street to the east. This is just east of downtown Lodi in a mix of older residential, industrial and public uses. The armory, two softball complexes and the Lodi Grape Bowl lie north of the subject, while the Lodi Grape Festival grounds are to the east. There are older residential and industrial uses to the west and south. Cherokee Lane and Highway 99 are three blocks east of the subject.

Plat Map

A-LAWRENCE HOMESTEAD ADDITION
BLOCK 38

•-LAWRENCE HOMESTEAD MAP NO. 2
BLOCK 3

[illegible]

CITY OF LODI

PROPERTY DESCRIPTION

OWNER OF RECORD

City of Lodi

ASSESSOR PARCEL NUMBERS

041-220-02

LOCATION

One block bounded by Lockeford Street on the south, Stockton Street on the west, a 20' wide public alley on the north and Washington Street on the east.

LEGAL DESCRIPTION

Portions of Block 38 Homestead Addition, and Block 3 Homestead Map No. 2, City of Lodi.

Parcel 3

LAND DESCRIPTION

Size and Shape: The subject is basically rectangular in shape. It has 322.9±' of frontage on Lockeford Street, 164.60±' of frontage on Washington Street, 207.60±' of frontage on Stockton Street, for a total land area of 59,510± sq. ft. or 1.36± acres.

Zoning: The property is not presently zoned but is in the City of Lodi. The general plan designation is for Light Industrial in the center of the block and Public/ Quasi Public on the west and east ends.

Topography: The site is level and at street grade.

Streets and Access: The site is directly accessed from curb cuts in Stockton Street and Washington Street from the alley along the northerly boundary. Lockeford, Stockton, and Washington are two lane, asphalt paved public rights-of-way with concrete curbs, curb cuts, lighting, and sidewalks. All are 80' wide.

Utilities: Electricity is provided by the city of Lodi, as are water and sewer to the subject property. Gas is provided by P.G.& E.

Flood Zone: According to map number 060229 0170B dated July 4, 1988, the subject property is located within Zone C, areas of minimal flooding.

Earthquake Zone: According to the Fault Rupture hazard Zoned in California, special publications 42, prepared by the State Division of Mines and Geology and dated November 1, 1991, the subject is not within an Alquist-Priolo Special Studies Zone.

The Uniform Building Code adopted by the state of California has designated the subject vicinity as being within Earthquake Zone 3, identified as an area of moderate earthquake damage.

History of the property: The subject property has been under the same ownership for a number of years.

IMPROVEMENT DESCRIPTION

The subject property has some landscaping and some curbing and asphalt paving as a portion of the property has been used for public parking. There was an old structure on the property but has not been standing for many years.

ASSESSED VALUES AND TAXES

Real estate taxes in the county of San Joaquin are calculated using a rate per \$100 of assessed value. The assessed value is set at 100% market value, as established by the San Joaquin County Assessor.

Since 1978, when proposition 13 was passed, real estate taxes in California have been limited to 1% of market value plus bonded indebtedness. The basis is 1975 assessed value, except when there is a change in title or the physical character of the property.

The current tax information for the subject parcel is summarized below.

Assessor's Parcel No.:	041-220-02
Tax Area Code:	001-001
Tax Rate:	1.331 per \$100 AV
Assessed Values:	The subject is not presently assessed.

Land

Improvements

Total

2006-2007 Taxes:

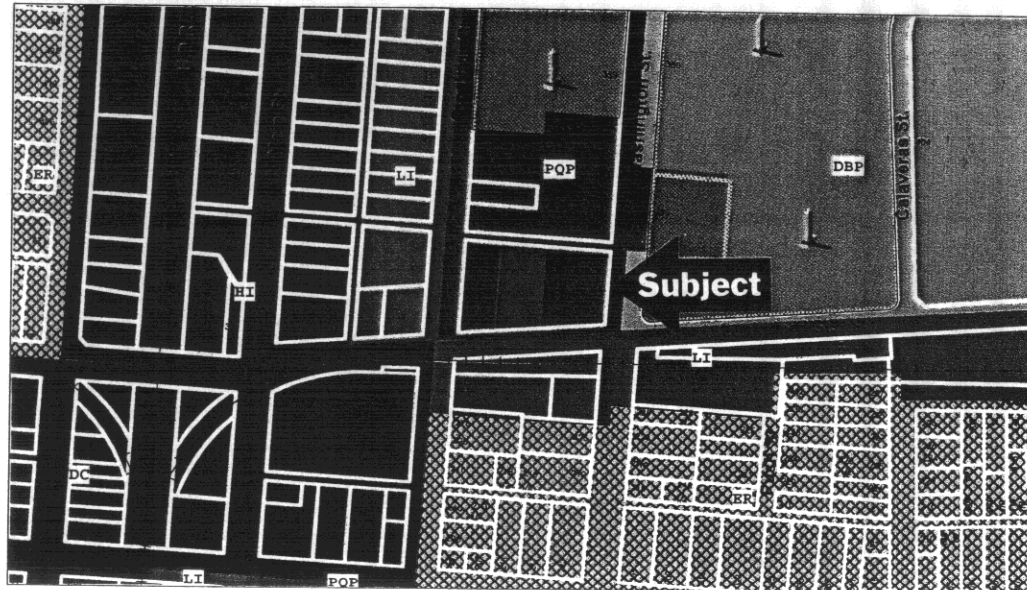
City of Lodi

Base Map

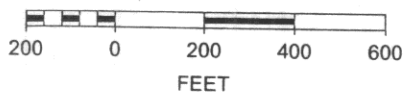
Community Development

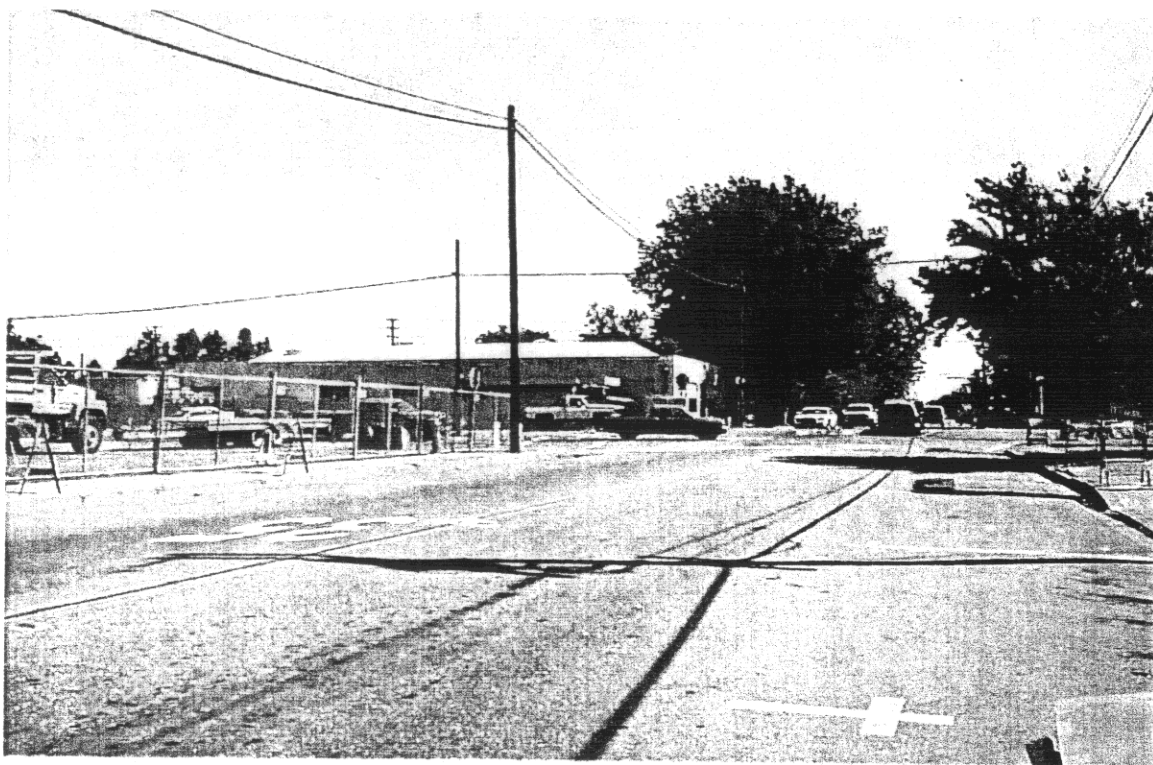
General Plan Land Use

- Office
- Neighborhood Com...
- General Commerical
- Downtown Commer...
- Heavy Industrial
- Light Industrial
- Low Density Reside...
- Eastside Residential
- Medium Density Res...
- High Density Reside...
- Planned Residential
- Planned Residential ...
- Public Quasi Public
- Drainage Basin Park

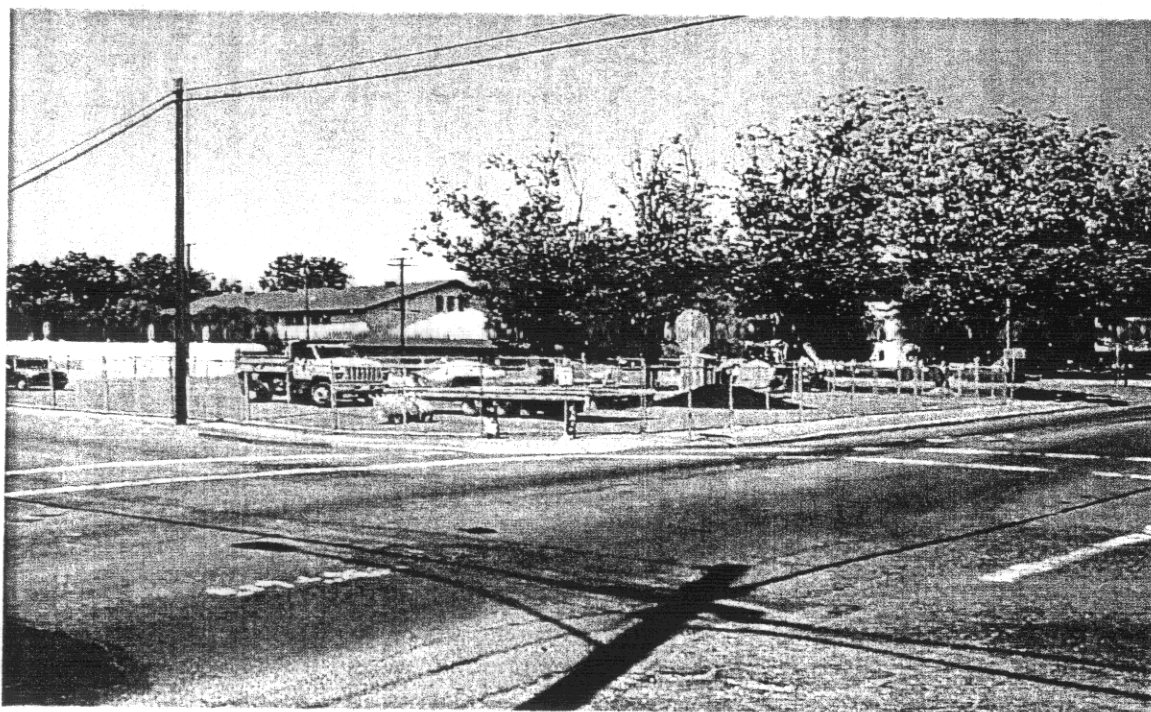


SCALE 1 : 5,110

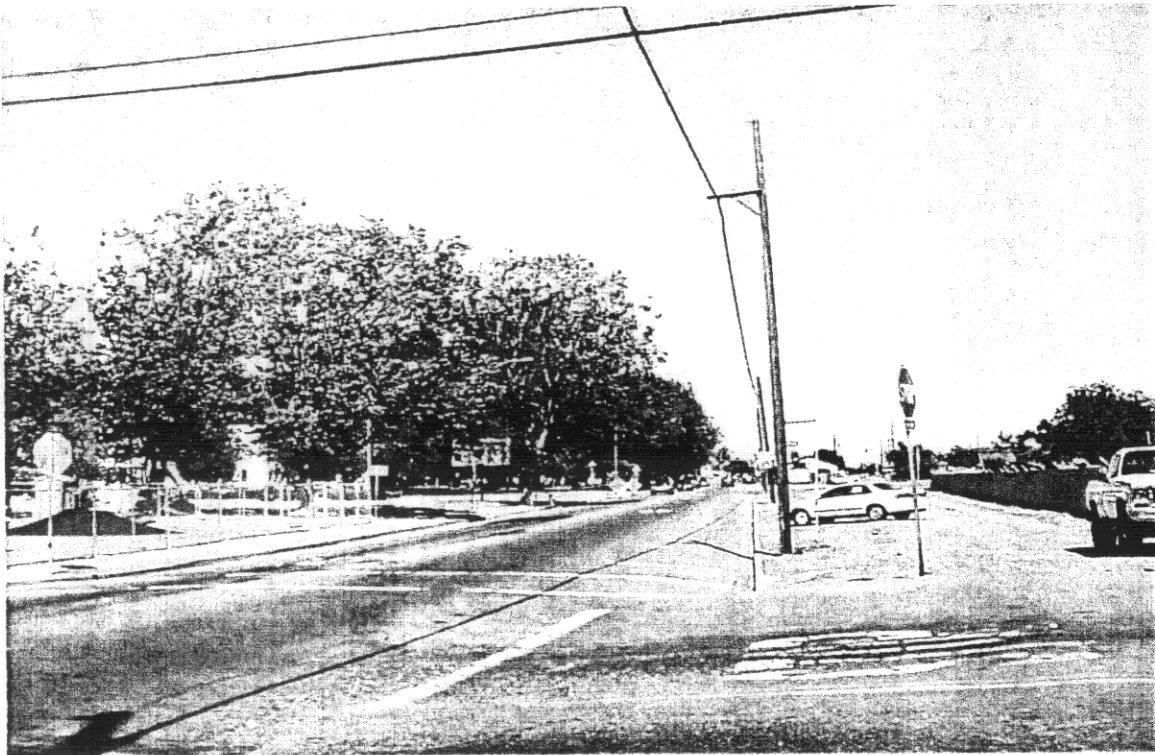




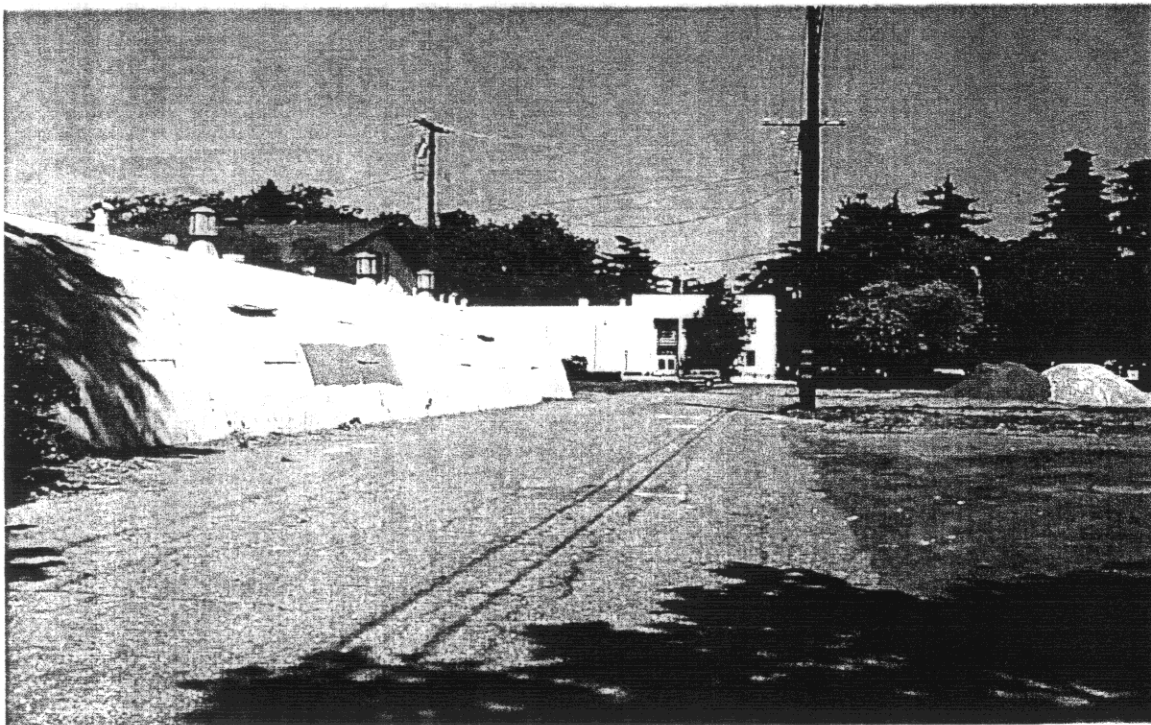
Street scene looking southerly along Stockton Street towards Lockeford Street with subject at left.



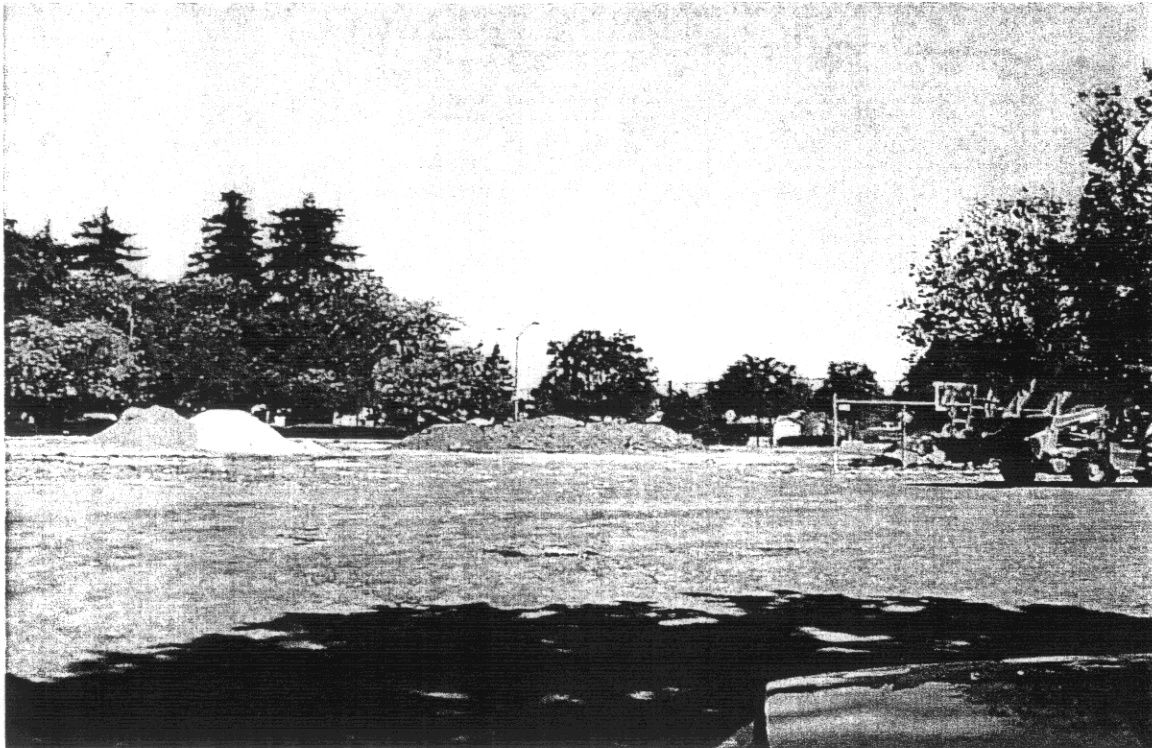
Subject property looking northeasterly from Lockeford street with subject at left.



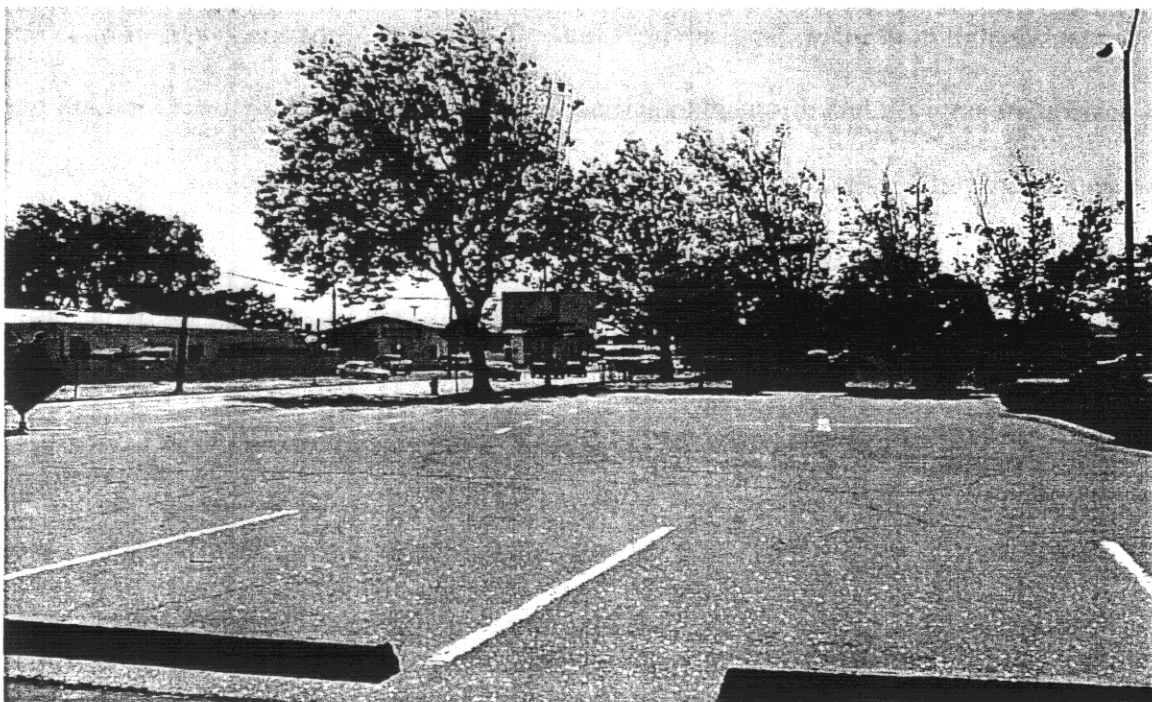
Street scene looking easterly along Lockeford Street with subject at left.



View easterly along alley at north boundary of subject which is at right.



View of subject looking southeasterly.



View of subject looking westerly towards Lockeford Street.

HIGHEST AND BEST USE

Highest and best use is that reasonable and probable use that will support the highest and best present value, as defined, as of the effective date of the appraisal.

Alternatively, that use from among reasonably probable and legal alternative uses found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The highest and best use of the subject site, as though vacant, is for either medium density residential or light industrial use such as those uses around the subject. The subject property is not zoned but has a General Plan designation for both light industrial and Public/ Quasi Public. The adjoining properties to the north and the west are utilized to public and residential, and to the south and east are light industrial. The land values for both are very similar. Thus, I am of the opinion that the highest and best use of the subject property is for either medium density residential or light industrial use.

Exposure Time

I have discussed exposure time with sellers of similar property. Based on the subject's location, physical characteristics, and current market conditions, an exposure time of six to twelve months is considered reasonable. This exposure period assumes a reasonable listing price and aggressive marketing methods.

VALUATION DISCUSSION

Traditionally, there are three approaches to value. The cost approach involves the estimation of the reproduction cost new of all improvements and deducting from this cost new depreciation from all causes to arrive at a depreciated reproduction cost. To this, the estimated market value of the land is added to arrive at a reliable indication of value. This approach is particularly valid when buildings are new or proposed and are proper improvements for the site.

The income approach considers the present worth of future benefits derived from ownership and is measured through the capitalization of the property's projected income. The appraisal investigation develops a reliable estimate of the net operating income for the property and capitalizes this to an indication of value.

The market data approach is contingent upon the availability of comparable properties which have recently sold on the open market. Each sale is analyzed and its attributes compared with the subject property. Differences between each comparable and the subject are then adjusted to arrive at an indicated value from each transaction. For the purposes of this appraisal, the market data approach is the only method utilized for these vacant land parcels.

PARCEL 3 VALUATION

The subject property consists of a nearly rectangular parcel surrounded on three sides by public rights-of-way and on one side by a publicly maintained 20' alley way. Thus it is not likely that an adjoining owner would be a prospective buyer. It is possible that the Armory or the American Legion would be interested in utilizing the property for overflow parking. However, it is unlikely that they would pay a market price based upon highest and best use.

The property is not presently zoned while the general plan designation yields conflicting information. The current designations are for Public/ Quasi Public uses on the westerly and easterly one thirds of the site. The middle third is designated for light industrial.

Uses surrounding are residential, light industrial and public, like Legion Park, the Grape Festival grounds and the Grape Bowl. Most likely uses include either medium density residential or light industrial. There are plans for senior residential housing two blocks east of the subject on Lockeford Street. Senior housing and market rate rental units have low vacancy levels and there have been very few market rate rental residential units constructed in Lodi in the past 20± years. Thus there have been a dearth of sales of medium density sites in Lodi. However residual cash flow analyses based upon current rents of \$850 to \$1,000 per month per unit yield residual land values of \$15,000 per unit.

Medium density residential can accommodate 16 \pm units per acre in a two story design or 22 \pm units for the subjects 1.36 \pm acre site. This yields a value for the site as a market rate residential unit as follows:

$$22 \text{ units @ } \$15,000 \text{ per unit} = \$330,000$$

There has been some limited activity in land sales of light industrial sites in Lodi. One site on Cluff Avenue sold in May 2007 for \$330,000 or \$10.00 per square foot. However this is a finished site, smaller and better located than the subject. The City of Lodi recently offered an 8.9 \pm acre vacant site on Guild Ave. for \$2,500,000 or \$6.44 \pm per sq. ft. with no offers. Typical light industrial land sales throughout San Joaquin County range between \$4.00 and \$7.00 per sq. ft. The subject has three street frontage which is an amenity for light industrial use but the location is only fair for industrial use. Thus, this site would have a value for light industrial of \$5.50 to \$6.00 per sq. ft. or a range as follows:

$$59,398 \text{ sq. ft. @ } \$5.50 \text{ per sq. ft.} = \$327,000$$

$$59,398 \text{ sq. ft. @ } \$6.00 \text{ per sq. ft.} = \$356,000$$

This is in the same range as the value for the medium density residential use. Presently the industrial market appears to have greater demand and may generate more interest. In either event the property has a current market value of \$340,000.

CENTURY PROPERTY

NEIGHBORHOOD DESCRIPTION

The subject property is the current Century Boulevard right-of-way between the Southern Pacific Railroad right-of-way to the west and Stockton Street to the east. It is only improved for $20 \pm$ % of its length. Salas Park, a city owned facility is to the south while Century Self Storage is adjacent to the north. Properties to the east are low density single family residential and to the north are heavy industrial.

POR. S.W. 1/4 SEC. 13, T.3N. R.6E., M.D.B.&M.

[illegible]

PROPERTY DESCRIPTION

OWNER OF RECORD

City of Lodi

ASSESSOR PARCEL NUMBERS

This parcel is not separately assessed nor does it have an assessor's parcel designation.

LOCATION

Century Boulevard right-of-way between Stockton Street on the east and the Union Pacific Railroad right-of-way on the west.

LEGAL DESCRIPTION

Portion of the southwest $\frac{1}{4}$ Section 13, T. 3 N., R. 6 E.

Parcel 4

LAND DESCRIPTION

Size and Shape: The subject is irregular in shape. It has 100±' of frontage on Stockton Street and 200±' of frontage on the railroad right-of-way for a total land area of 133,294± sq. ft. per the Lodi Public Works Department.

Zoning: The property is not designated with a zoning but is in the city limits. The general plan designates the property as a park.

Topography: The site is level and at street grade.

Streets and Access: The site is directly accessed from Stockton Street, which is a two lane asphalt paved with public right-of-way with concrete curbs, curb cuts, lighting, and sidewalks. It is 80' wide.

Utilities: Electricity is provided by the city of Lodi, as are water and sewer to the subject property. Gas is provided by P.G.& E.

Flood Zone: According to map number 060229 0170B dated July 4, 1988, the subject property is located within Zone C, areas of minimal flooding.

Earthquake Zone: According to the Fault Rupture hazard Zoned in California, special publications 42, prepared by the State Division of Mines and Geology and dated

November 1, 1991, the subject is not within an Alquist-Priolo Special Studies Zone.

The Uniform Building Code adopted by the state of California has designated the subject vicinity as being within Earthquake Zone 3, identified as an area of moderate earthquake damage.

History of the property: The subject property has been under the same ownership for a number of years.

IMPROVEMENT DESCRIPTION

The subject property is unimproved with the exception of the easterly 200±' is asphalt paved.

ASSESSED VALUES AND TAXES

Real estate taxes in the county of San Joaquin are calculated using a rate per \$100 of assessed value. The assessed value is set at 100% market value, as established by the San Joaquin County Assessor.

Since 1978, when proposition 13 was passed, real estate taxes in California have been limited to 1% of market value plus bonded indebtedness. The basis is 1975 assessed value, except when there is a change in title or the physical character of the property.

The current tax information for the subject parcel is summarized below.

Assessor's Parcel No.:

Tax Area Code:

Tax Rate:

Assessed Values:

The subject has no assessor's parcel designation and is not presently assessed.

Land

Improvements

Total

2006-2007 Taxes:

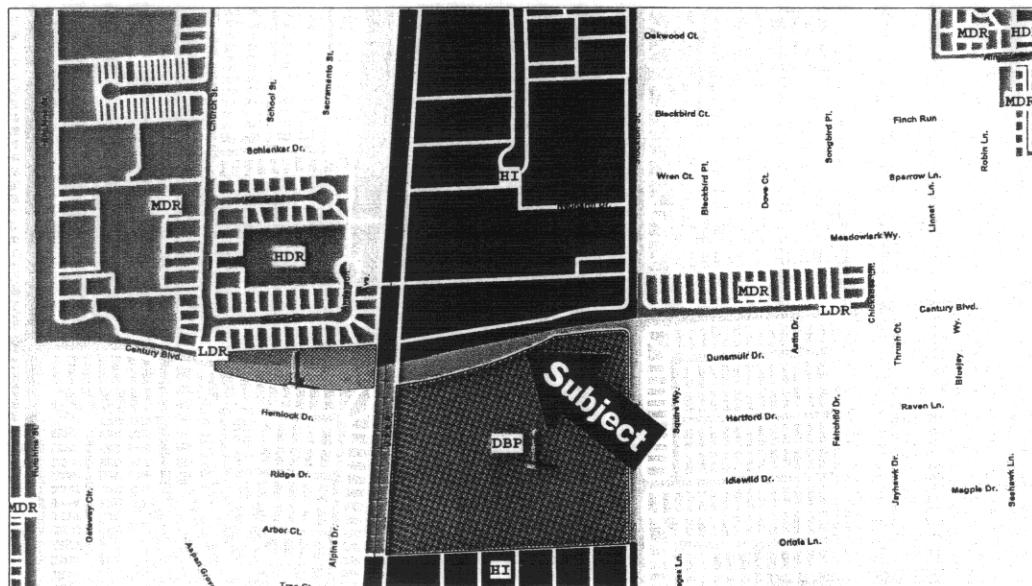
City of Lodi

Base Map

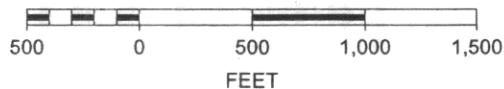
Community Development

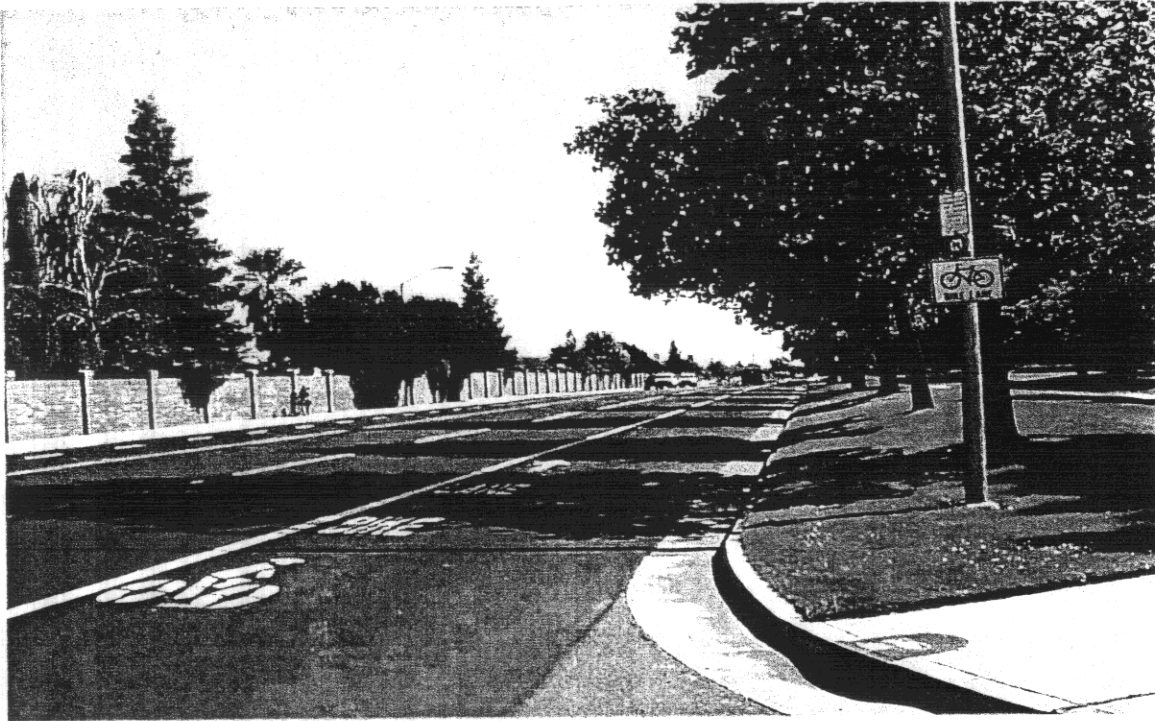
General Plan Land Use

- Office
- Neighborhood Com...
- General Commerical
- Downtown Commer...
- Heavy Industrial
- Light Industrial
- Low Density Reside...
- Eastside Residential
- Medium Density Res...
- High Density Reside...
- Planned Residential
- Planned Residential ...
- Public Quasi Public
- Drainage Basin Park

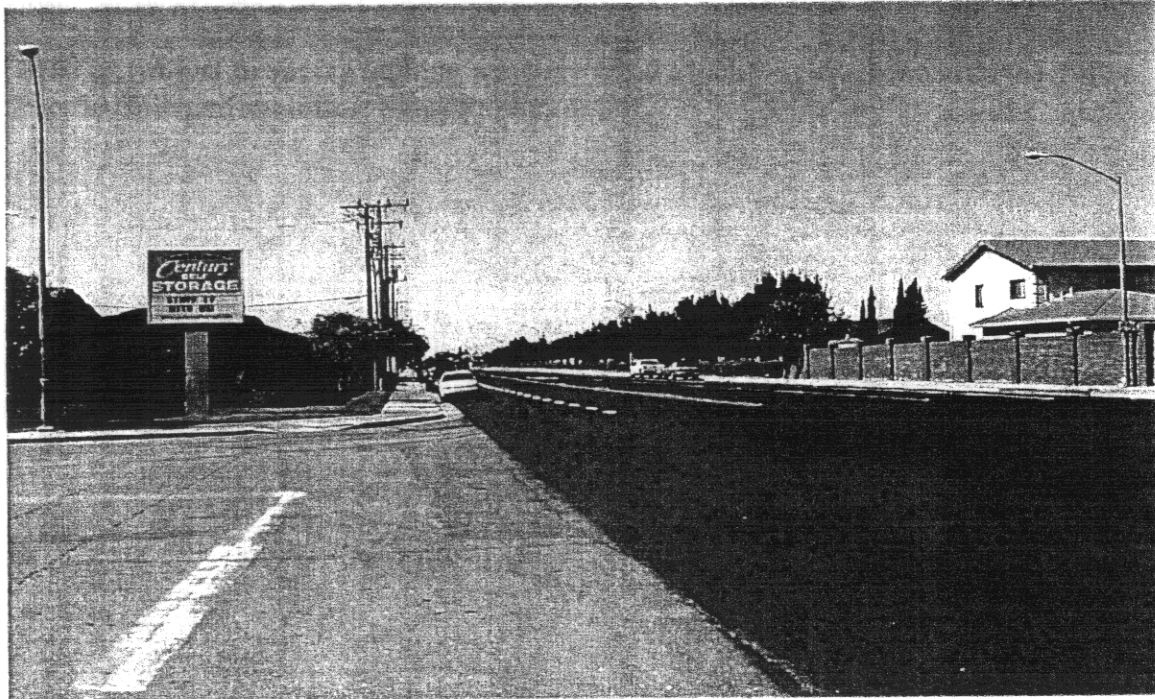


SCALE 1 : 10,220

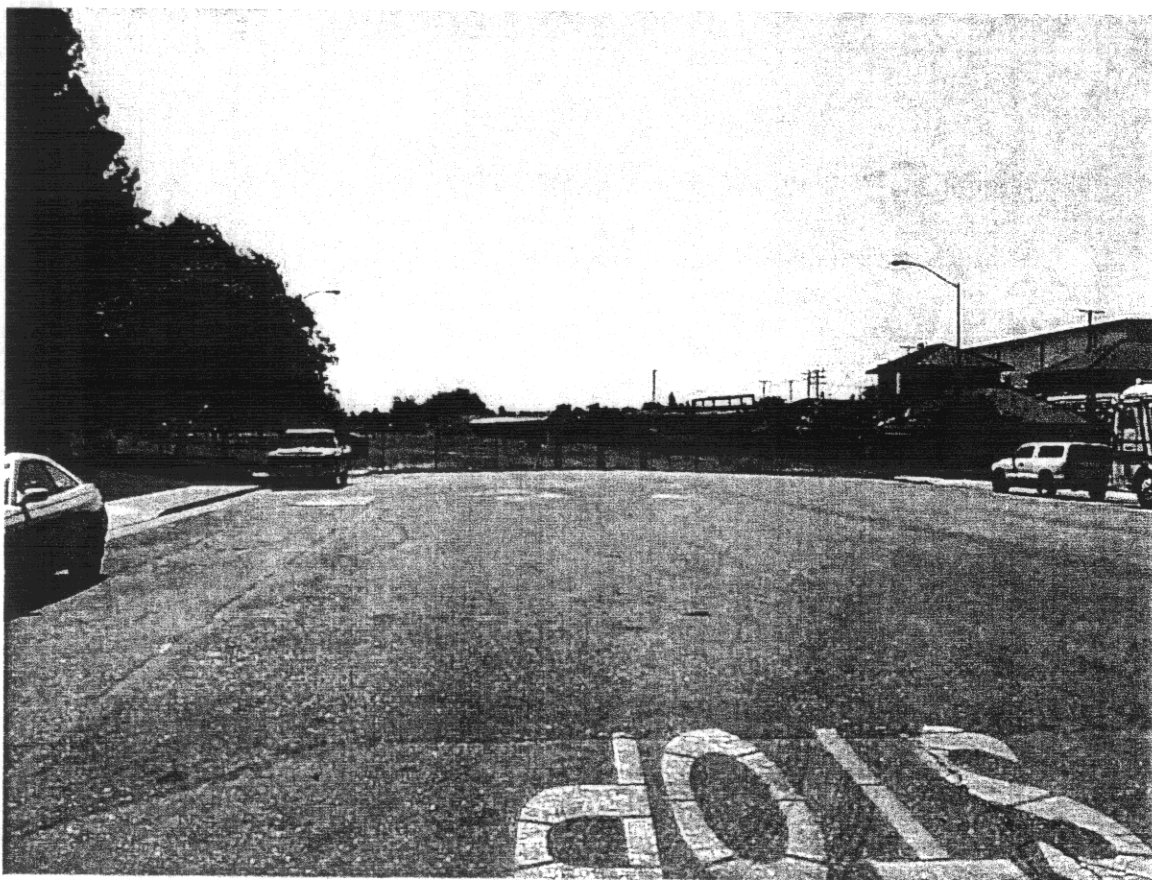




Street scene looking southerly along Stockton Street from Century Boulevard.



Street scene looking northerly along Stockton Street at Century Boulevard with subject at left.



View of subject property looking westerly from Stockton Street towards the Union Pacific Railroad mainline. Salas Park is at left.

HIGHEST AND BEST USE

Highest and best use is that reasonable and probable use that will support the highest and best present value, as defined, as of the effective date of the appraisal.

Alternatively, that use from among reasonably probable and legal alternative uses found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The highest and best use of the subject site, as though vacant, is for plottage to the adjoining owner, Century Self Storage. Salas Park is adjacent to the south, Stockton Street to the east and the Union Pacific Railroad line to the west. The parcel is too narrow and irregularly shaped to be independently developed. The only legitimate buyer would be Century Self Storage for potential expansion. Thus, I am of the opinion that the highest and best use of the subject property is for plottage.

Exposure Time

I have discussed exposure time with sellers of similar property. Based on the subject's location, physical characteristics, and current market conditions, an exposure time of six to twelve months is considered reasonable. This exposure period assumes a reasonable listing price and aggressive marketing methods.

VALUATION DISCUSSION

Traditionally, there are three approaches to value. The cost approach involves the estimation of the reproduction cost new of all improvements and deducting from this cost new depreciation from all causes to arrive at a depreciated reproduction cost. To this, the estimated market value of the land is added to arrive at a reliable indication of value. This approach is particularly valid when buildings are new or proposed and are proper improvements for the site.

The income approach considers the present worth of future benefits derived from ownership and is measured through the capitalization of the property's projected income. The appraisal investigation develops a reliable estimate of the net operating income for the property and capitalizes this to an indication of value.

The market data approach is contingent upon the availability of comparable properties which have recently sold on the open market. Each sale is analyzed and its attributes compared with the subject property. Differences between each comparable and the subject are then adjusted to arrive at an indicated value from each transaction. For the purposes of this appraisal, the market data approach is the only method utilized for these vacant land parcels.

PARCEL 4 VALUATION

The subject property, which is an irregular shaped 3.06± acre parcel is presently an unutilized right-of-way. It is approximately 100' in width at its narrowest point and 200' in width at its widest. Due to this configuration, and given set back and side yard requirements and access, this property is not developable independently. Thus we must look at adjoining owners as the potential buyer for this parcel.

The property adjacent to the south is owned by the City of Lodi and operated as Salas Park, a community park and drainage retention basin. Thus, this is not a logical plottage user. The subject's westerly boundary is the railroad mainline and therefore, is not a viable buyer. Likewise, the easterly boundary is formed by Stockton Street a publicly maintained right-of-way, and not a logical plottage use.

Thus, the only potential user of this excess right-of-way is at the northerly subject boundary, Century Self Storage, a mini storage project. The present design of their project appears to physically allow expansion. There appears to be reasonable demand for public storage. It is uncertain whether the owners are presently motivated to acquire the property.

Public storage is allowed in the light industrial plan designation which the subject has. Unimproved light industrial land has a current value of \$3.00 to \$5.00 per sq. ft.

Due to the irregular configuration and the lack of potential buyers for this parcel,
I have concluded at the bottom of the range of value or \$3.00 per sq. ft. or a total value as
follows:

133,294 sq. ft. @ \$3.00 per sq. ft. = \$399,882

Rounded to \$400,000

DUNCAN, DUNCAN & ASSOCIATES, INC.

Duncan, Duncan & Associates, Inc. is a full service appraisal organization which provides a complete range of valuation and evaluation services including feasibility studies. The firm was established in 1981 when Garry Duncan joined his father, Jim Duncan and Christine Kramer in the real estate appraisal, consultation, brokerage (primarily agricultural and development properties), and development business.

Garry Duncan began his appraisal career in 1977 with the real estate firm of Mason, Mason and Mason, Inc. in Glendale, CA. His assignments were varied and included residential, multi-residential, commercial, industrial, recreation lands, easements, partial takings, etc. Garry is a 1977 graduate of the University of California at Los Angeles (UCLA), with a bachelors degree in political science. He is a licensed California Real Estate Broker. He has qualified as an expert witness in the Superior Courts of Los Angeles, San Joaquin, and Stanislaus Counties and in Federal Bankruptcy Courts in Sacramento and Modesto. Garry Duncan is Secretary of Duncan, Duncan & Associates, Inc. and part owner.

Christine Kramer Duncan is a 1976 graduate of Chico State University with an elementary teaching credential from Stanislaus State University. Chris has been with Duncan, Duncan & Associates, Inc. since its formation and is President/Treasurer, Chief Administrator, and part owner. As such, she oversees human resources including payroll, administration, marketing, quality control, hiring, firing, and employee ratings. She also supervises billing and collection, data collection, and computer services. Chris is a licensed real estate salesperson.

Mike Griffin is a native Californian who spent his early years living mostly on cattle ranches. After attending California Polytechnic State University, San Luis Obispo, he was in charge of several grassland and permanent pasture ranches. While supervising ranches located in several counties, Mike's responsibilities included the procurement of replacement cattle, additional rangeland operations in Ventura County and feeder cattle for the firm's 8,000-head feedlot in Ventura. From 1957 to 1971, Mike owned and operated a feedlot and range operation, also in Ventura. In 1976 he moved to New Mexico to manage a feedlot in the city of Hobbs. Mike's real estate career began in 1982 when he received a New Mexico salesman license. Mike's duties included the analysis of properties throughout the west. Because of his ranching background, Mike was in charge of the farm and ranch division for the firm. He obtained a California salesman license and moved to California in 1986 where he joined John Cyr, Realtors, Inc. as chief appraiser. By 1990, Mike received his Broker's license. Mike is a California Certified General Real Estate Appraiser and a California Real Estate Broker. He is affiliated with the National Association of Realtors, the California Association of Realtors and the San Joaquin Association of Realtors. His experience includes more than 18 years as Chief Appraiser for John Cyr Realtors, Inc, more than 18 years commercial, industrial, farm and ranch appraisal, and more than 23 years in commercial, industrial, farm and ranch brokerage. Mike joined Duncan, Duncan & Associates in January 2005.

Duncan, Duncan & Associates, Inc. is a full service appraisal organization which provides a complete range of valuation and evaluation services including feasibility studies. The firm was established in 1981 when Garry Duncan joined his father, Jim Duncan and Christine Kramer in the real estate appraisal, consultation, brokerage (primarily agricultural properties), and development business.

Duncan, Duncan & Associates, Inc. has completed a complex assortment of appraisal assignments, feasibility studies, and consultations for private investors, developers, land owners, lenders, attorneys, and governmental agencies and is available for all types of valuation, evaluation, feasibility studies, negotiations, and site selection assignments. These assignments have included Mello-Roos and 1913/1915 assessment districts, shopping centers, office buildings, medical office buildings and clinics, restaurants, apartments, condominiums and planned unit developments, residential subdivisions, auto centers and agencies, industrial plants and sites, mini-warehouses, athletic and tennis clubs, hotels-motels, ranches, farms, etc. A partial list of Duncan, Duncan and Associates, Inc.'s clients served is as follows:

LENDING INSTITUTIONS

Wells Fargo Bank
 Bank of Lodi
 Bank of Stockton
 Bank of San Francisco
 Bank of Amador
 Ford Motor Credit Corporation
 Toyota Motor Credit Corporation
 California First Bank
 U.S. Bank
 Delta National Bank
 Tracy Federal Bank
 United Savings Bank
 Pacific State Bank
 Central Sierra Bank
 Sacramento Commercial Bank
 Nations Bank

H.S.A. Wexford Bancgroup
 PW Funding

ATTORNEYS

Freeman, Brown and Sperry - Stockton
 Mayall, Hurley, Knutsen, Smith and Green - Stockton
 Kroloff, Belcher, Smart, Perry & Christopherson - Stockton Hauser and Mouzes - Woodbridge
 Ramsey, Wallis & Abramson - Sacramento Damrell, Nelson, Schrimp, Pallios & Ladine -
 Modesto Altman, Collins & Gross - Modesto Oliver, Stoever, Barr & Vose - Los Angeles Cleve
 Stockton - Modesto Dennis Shore - Stockton Pat Riddle - Woodbridge John Roster - Stockton
 Katz & Bierber, Inc., - Larkspur Landing Marshall & Marshall - Lodi Johansen & Robinson -
 Sacramento Ellman, Bruke, Hoffman and Johnson - San Francisco Richard Coombs -
 Sacramento Downey, Brand, Seymour and Rohwer - Sacramento Kenneth A. Martin - Walnut
 Creek Westhoff & Associates - Lafayette Haight & Haight - Scotts Valley Jones Hall - San
 Francisco Mullen, Sullivan a t & Krieger - San Bernardino Desmond,

Nolan, Livaich & Cunningham - Sacramento Richard S. Calone - Stockton Michael and
Cammack - Stockton

PRIVATE CLIENTS

Grupe Company - Stockton
A. G. Spanos - Stockton Camray Construction and Development - Sacramento Arnaiz
Development - Stockton Kaiser Foundation Hospitals Snider - Wentland and Associates - Lodi
Roy Williams Company - Stockton Patmon Company, Inc. - Stockton Calvin Bright - Modesto
Stamas Corporation - Sacramento Marco Development Company - Loomis Southern Pacific
Railroad Stockton Terminal and Eastern Railroad Santa Fe Pacific Realty Beck Development
Atlantic Richfield Corporation AT&T Corp. Chicago Title Company Old Republic Title
Company Lovas Financial - Sacramento Verner Construction - Stockton Ford Motorland
Development Company Pacific Gas & Electric

GOVERNMENTAL AGENCIES

San Joaquin Area Flood Control Agency
City of West Sacramento
County of San Joaquin
City of Stockton
City of Lodi
City of Galt
City of Jackson
State of California
 Department of Fish & Game
 Cal Trans
 Department of Water Resources
 Department of Education
Sacramento Rapid Transit Authority
S.M.U.D.
S.B.A.
R.T.C.
F.D.I.C. Internal Revenue Service County of Amador County of Placer County of El Dorado
California-Tahoe Conservancy South Lake Tahoe Redevelopment Agency

SCHOOL DISTRICTS

Lodi Unified Ophir Unified Nevada Joint Union San Marcos Unified Planada Unified Turlock
Unified Sonora Elementary Orland Unified Waterford Unified John Swett Unified Oakley
Unified Pleasanton Unified Lake Elsinore Unified City of San Bernardino Unified Folsom-
Cordova Unified Pacific Elementary Placer Hills Union Elementary

SPECIAL ASSIGNMENTS INCLUDE:

Pacific Coast Producers - Lodi J-M Manufacturing Co., Inc. - Stockton Goehring Meat Co. -
Lodi Superior Meat Packing - Dixon, CA., Ellensburg, Wash. and Hermiston, Oregon Oakwood
Lake Resort & Brown Sand & Gravel - Manteca Waterfront Towers - Stockton Quail Lakes
Athletic Club - Stockton Co. El Oro Racquet Club - Sacramento

U.S. Gasohol - Lockeford
H.J. Heinz Plants - Stockton and Tracy
Stockton Auto Center
Modesto Auto Center
San Joaquin County Public Assistance Block - Stockton
Downtown Parking District - Stockton
Mandeville Island - Stockton
Karly Winery - Plymouth
Wendy's Restaurants - Several Locations
Burger King Restaurants - Several Locations
Foothill Oaks Shopping Center - Oakdale
Arden Square Shopping Center - Sacramento

BOND APPRAISALS

San Joaquin County Courthouse - Stockton Lassen County Buildings - Susanville Parkridge Estates (Marx Roos) - Chowchilla Sunrise Hills (Mello Roos) - Sonora Spanos Park (Mello Roos) - Stockton West Placer Community Facility District #1 - Placer County River Highlands Community Services District - Yuba County Calaveras Country Club - Calaveras County Mace Meadows Assessment District - Amador County Kirkwood Public Utility District - Amador County Santa Nella Water District - Merced County Western Hills Water District Diablo Grande Community Facilities District No. 1 - Patterson, CA

DUNCAN, DUNCAN & ASSOCIATES, INC. DEVELOPMENT PROJECTS

Elliot and Jahant Rd., a 7 lot rural subdivision north of Lockeford, CA Woodbridge Village, a 20 unit condominium project in Woodbridge, CA Woodbridge Greens, a 100 lot planned unit development in Woodbridge, CA Lakeshore Meadows, a 152 unit apartment project in Lodi, CA Oakwood Professional Center, an office building constructed in Woodbridge, CA Woodbridge Town Square, a 21 lot residential project in Woodbridge, CA Woodbridge Riverside, a condominium office building and mini-mart site in Woodbridge, CA

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING ESTIMATES OF VALUE AND AUTHORIZING
THE SALE AND LEASE OF CITY-OWNED PROPERTY

WHEREAS, in February 2007 the Lodi City Council discussed Project Opportunity; a review of City-owned property; and

WHEREAS, the Lodi City Council directed staff to seek appraisals for the following properties:

	<u>Appraised Value</u>
1119-1120 Awani Drive (3.65 acres) APN #'s 041-25-038 & 041-41-001	\$1,200,000
217 East Lockeford Street (1.36 acres) APN # 041-220-02	\$ 340,000
Century Boulevard Right-of-Way (3.06 acres) (West of Stockton Street); and	\$ 400,000*

***Annual lease payment of \$40,000 for this property based on appraised value.**

WHEREAS, the properties have been reviewed by the Planning Commission to determine General Plan conformity, and the sale of Century Boulevard Right-of-Way did not conform to the current General Plan and will be offered for lease based upon the appraised value.

WHEREAS, said appraisals have been received and reviewed by City staff and a report filed with the City Manager as outlined above.

WHEREAS, staff recommends acceptance of the value estimates and requests Lodi City Council to direct staff to sell the Awani Drive and Lockeford Street properties, and lease the Century Boulevard property.

NOW, THEREFORE, BE IT RESOLVED, by the Lodi City Council that the value estimates (appraisals) for the above listed properties are accepted and staff is directed to market the Awani Drive and Lockeford Street properties for sale, and lease the Century Boulevard property, with all negotiated deals being brought back to the City Council for approval.

Dated: August 15, 2007

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to issue a Request for Proposal for Brokerage Services to sell surplus City-owned real estate properties (EUD)

MEETING DATE: August 15, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to issue a Request for Proposal for Brokerage Services to sell surplus City-owned real estate properties.

BACKGROUND INFORMATION: On April 11, 2006, staff provided the City Council a list of unutilized real estate properties currently owned by the City.

Staff is requesting permission to issue a Request for Proposals for brokerage services to assist in the marketing and sale of these City-owned properties.

One of the unutilized sites is the Electric Utility Department property located at 500 South Guild Avenue. This lot is approximately 9.09 acres as per APN 049-250-61 in the San Joaquin County Assessor's Book of Parcels Map Book 21 Page 159 as shown in Attachment A. It is surrounded by: Central California Traction Company on the North, Thurman Street on the South, Guild Avenue on the Eastern side, and a City of Lodi property (APN 049-250-13) to the West.

Recently, EUD advertised the property for sale through a formal Request for Proposal without success. It was advertised for approximately two months to interested parties without employing the services of realty agents and/or brokerage firms. There were several inquiries and almost all of the bid documents that were placed on the site were taken. However, no proposals were received by the June 22, 2007 deadline.

As a result, Staff believes that the services of a professional commercial brokerage firm may be necessary to obtain qualified proposals in a timely manner. For purposes of minimizing the expense related to brokerage fees, a two-tiered brokerage fee structure is proposed. Within the first tier (property sales price is less than or equal to appraised value) the City is soliciting proposals where it would pay up to a limited fixed amount reflecting the actual/expected cost of advertisement and marketing incurred by the brokerage company. For the second tier (sales price in excess of appraised value), the RFP indicates the City's willingness to pay a conventional fee of up to six percent (6%) of the sale price exceeding the appraised value. Bidders will be allowed to propose lower fees if desired. Although not encouraged, alternate proposals will be considered if deemed advantageous to the City.

The EUD property at 500 South Guild Avenue will be the first application of this two-tiered brokerage fee structure. It will also be implemented with other City properties should the approach prove successful. FYI, the EUD property had an appraised value of \$2.5 million on October 2006.

Attached is a copy of the proposed Request for Proposal for brokerage services that will be used initially in marketing/selling EUD's property at 500 South Guild Avenue and then applied to other unutilized real estate properties owned by the City as identified below:

1. 1119-1120 Awani Drive (APN 04125038 & 04141001) 3.65 acres with appraised value of \$1.2 million; and
2. 217 East Lockeford (APN 04122002), 1.36 acres with appraised value of \$340 thousand; and
3. Century Blvd. Right-Of-Way, (West of Stockton Street) 3.06 acres with annual lease payment value of \$400 thousand.

APPROVED: _____
Blair King, City Manager

This brokerage services arrangement is proposed to be effective for a period of 12 months from contract execution and may be extended for up to two additional years.

FISCAL IMPACT: Proceeds from real estate sales will enhance the City's financial position.

FUNDING AVAILABLE: Not applicable.

George F. Morrow
Electric Utility Director

PREPARED BY: Demy Bucaneg, Jr., P.E., Manager, Engineering & Operations

GFM/DB/lst

Attachments (2)

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
SUSAN HITCHCOCK
PHIL KATZAKIAN

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

GEORGE F. MORROW, DIRECTOR

1331 S HAM LANE

LODI, CALIFORNIA 95242-3995

(209) 333-6762

FAX (209) 333-6839

BLAIR KING, City Manager

RANDI JOHL, City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

August 3, 2007

To Prospective Bidders

Subject: **Request for Proposal (RFP) to provide brokerage services to sell unutilized real estate properties of the City starting with the 9.09-acre real estate property at 500 South Guild Avenue, Lodi, California**

The City of Lodi hereby invites sealed proposals to provide brokerage services in selling various unutilized City-owned real estate properties starting with the 9.09-acre real estate property at 500 South Guild Avenue, Lodi, California. Each bid shall be in accordance with this notice and specifications on file and available from the City of Lodi Electric Utility Department, 1331 South Ham Lane, Lodi, California 95242, (209) 333-6762. No bid will be considered unless it is submitted on a format according to the 'ORGANIZATION OF PROPOSAL' Section of this RFP document.

Sealed proposals shall be delivered to the Budget Manager at the City Hall Annex, 300 West Pine Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) on or before

September 19, 2007, at 11:00 a.m.

At that date and hour said sealed proposals will be publicly opened and read in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California. Bidders or their authorized representatives are invited to be present.

Please submit detailed proposal and your standard service agreement for review and approval. If there are any questions regarding this request for proposal, you may contact me at (209) 333-6828, by email at gmorrow@lodielectric.com or Demy Bucaneg of my Staff at (209) 333-6811. Arrangement for site inspection may be made by calling Mr. Bucaneg at least 24 hours in advance of planned inspection.

George Morrow
Electric Utility Director

The City of Lodi, CA is inviting qualified firms to provide a proposal for brokerage services to sell surplus real estate properties owned by the City starting with the Electric Utility Department's 9.09-acre real estate property at 500 South Guild Avenue, Lodi, California. The following Request for Proposals (RFP) outlines the background, scope of work and proposal requirements for the services.

BACKGROUND

On April 11, 2006, Staff provided the Lodi City Council a list of unutilized real estate property currently owned by the City.

A lot located at 500 South Guild Avenue was one of them. This property is approximately 9.09 acres as per APN 049-250-61 in the San Joaquin County Assessor's Book of Parcels Map Book 21 Page 159 as shown in Attachment A. EUD is responsible for this property and it is vacant. The property is surrounded by: Central California Traction Company on the North, Thurman Street on the South, Guild Avenue on the Eastern side, and a City of Lodi property (APN 049-250-13) to the West.

During the City Council meeting on February 7, 2007, it was reported that the subject property was appraised at \$2.5 million. Staff also requested permission to market the property. Proceeds of the sale will be used to augment the financial reserve goal of EUD. The City Council, on motion of one Council Member, directed Staff to secure bids for sale of 9.09 acres at 500 South Guild Avenue.

SCOPE OF WORK

The scope of work for this brokerage services to sell subject properties will encompass, but not be limited to, the following task areas:

1. Research, gather and compile all pertinent documents and disclosures necessary for the sale of designated properties.
2. Obtain title, deed, appraisal, tax, comparatives, and assessor's records about the property.
3. Advertise and market the sale of this property effectively in the most efficient time possible at the highest probable market price.
4. Install the appropriate 'For Sale' signs that maintain the aesthetics of the property.
5. Provide timely response to all buyer inquiries including those referred by the City of Lodi
6. Provide regular monthly/weekly feedback to the City's designated representative(s) as to the status of sale of properties detailing the number of inquiries, offers, modifications on the marketing strategy, and changes in the industry affecting the sale of the property and recommendations that would effectively enhance its marketability.
7. Prepare, process and record all papers and documents, including financing, to complete the sale and transfer of property to the selected buyer. It shall be noted that the buyer will be responsible for all costs and arrangements associated with the processing, recording and transfer of this property.
8. Close escrow and deliver the final payment for the sale of the property to the City of Lodi.
9. Submission of final sales report to the City.

ORGANIZATION OF PROPOSAL

Prospective Bidders are furnished with one request for proposal (RFP) document. Proposals shall follow the following format:

- A. Service approach narrative – This section should demonstrate an understanding of the task at hand and include a narrative describing how the Bidder would go about the work.
- B. Project team – Describe the personnel who will carry out services, and their respective responsibilities.
- C. Qualifications – Provide a narrative describing how the team as a whole meets the qualifications for the services. Include a list of prior relevant sales.
- D. Marketing Plan – This section should include the strategy of marketing and advertising the property and target time of sale.
- E. Brokerage Fee – Provide the proposed brokerage fee/s, structure, other surcharges, and/or details as appropriate. Note: Refer to Item No. 7 of the 'Additional Terms And Conditions' of this request for proposal.
- F. Signatures - The proposal must be signed with the full name and address of the bidder, by an authorized representative of the company with all the information below.
 - i. Name of company
 - ii. Address
 - iii. Authorized signature
 - iv. Name
 - v. Title
 - vi. Telephone No.
 - vii. Fax No.
 - viii. Date
- G. Note - The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

PROPOSAL SUBMISSION

- A. The Budget Manager will receive sealed proposals at the following address until
11:00 am, Wednesday, September 19, 2007.
- B. Proposals shall be submitted under sealed cover, plainly marked

Proposal – Brokerage Services Bid Opening - September 19, 2007.

Bids, which are not properly identified, may be disregarded. Bids, which are not received by 11:00am, Wednesday, September 19, 2007 will be returned to the bidder unopened.

Bids shall be submitted

To: Lodi City Council
c/o –Budget Manager

(If delivered by FedEx, UPS, or courier):
300 West Pine Street
Lodi CA 95240

(If delivered by mail):
P O Box 3006
Lodi CA 95241-1910

BID OPENING

- A. At 11:00 A.M., Wednesday, September 19, 2007, or as soon as possible thereafter, in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California, proposals will be publicly opened and read. Bidders or their authorized representatives are invited to be present.

SELECTION PROCESS

Complete proposals will be evaluated based on the information submitted. This will permit a recommendation to the City Council for contract award. The following equally weighted criteria will be used to evaluate submitted proposals:

- A. The likelihood of the proposed approach to produce the desired results.
- B. Qualifications of the Bidder.
- C. The value offered by the Bidder's price in relation to the proposed approach.

REJECTION OF PROPOSALS

The City of Lodi reserves the right to reject any and all proposals and to solicit new proposals with modified terms and conditions. It also reserves the right to waive any informality in connection with the proposals.

CONTRACT AWARD

- 1. The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.
- 2. If there will be a tie in the submitted proposals, the tie will be broken by a coin toss, conducted by the Budget Manager. Tie bidders will be notified and may be present.
- 3. In all circumstances, including receipt of alternative bids, the City Council reserves the right to select the bid most advantageous to the City.
- 4. The award, if made, will be made within forty five (45) days after the opening of the bids.

GENERAL PROVISIONS

5-409 Responsibility for Damage The City of Lodi, its elected and appointed boards, commissions, officers, agents and employees shall not accept responsibility for any loss or damages that occur during the scope of work to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property arising from or related to Contractor's negligence or willful misconduct during the progress of the work or any time before

final acceptance. The Contractor shall indemnify and save harmless the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising out of Contractor's negligent acts, errors or omissions in the performance of the work or in consequence thereof. The City of Lodi may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

5-413 Insurance Requirements for Contractor The Contractor shall provide proof of insurance to be maintained during the life of this contract as listed under General Liability and Automobile Liability coverage listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMMERCIAL GENERAL LIABILITY</u>

Per Occurrence
\$1,000,000 Property Damage

Personal & Adv Injury
\$2,000,000 General Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>

\$1,000,000 Combined Single Limits |
|---|--|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section§ 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City of Lodi:

- (a) Additional Named Insured Endorsement with Primary Wording
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insured, insofar as work performed by the insured under written contract with the City of Lodi.

(This endorsement shall be on a form furnished to the City of Lodi and shall be included with Contractor's policies.)

Wording: Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.
- (e) Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi

shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

5-414 Workers' Compensation Insurance The Contractor shall provide proof of and maintain during the life of this contract, Worker's Compensation Insurance for all Contractor's employees employed at the site of the project and, if any work is Subcontracted, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

ADDITIONAL TERMS AND CONDITIONS

1. THIS REAL ESTATE PROPERTY IS SOLD IN "AS IS" CONDITION. The City of Lodi makes no guarantee as to the suitability of the property for any specific purpose, and all warranties, expressed or implied, are disclaimed.
2. The successful brokerage company shall indemnify and hold harmless the City of Lodi, its officers and employees, from all suits or actions of every name, kind and description brought for or on account of any injuries, damages, and/or costs incurred or sustained by any person or persons, by or from the bidder, in the use or inability to use, sell or dispose of this property. Submission of the bid constitutes bidder's agreement to this and all other sections of this request for proposal.
3. In addition to the prices offered and accepted by the City, the potential buyer of the property shall be responsible for payment of Sales or Use tax, or in lieu thereof, shall provide the City with a tax exemption certificate issued by the California Board of Equalization.
4. The successful brokerage company will require the potential buyer of the property to provide a narrative description of proposed use of the property and the timing of implementation.
5. The successful brokerage company shall emphasize that the minimum acceptable bid price shall be equal or higher than the latest appraised value. The EUD property, being the first City property to be processed, at 500 South Guild Avenue, Lodi, California has the October 2006 appraised value of \$2.5 million.
6. It is agreed that in the event of any litigation arising hereunder, the bidder at the request of the City of Lodi shall submit to the jurisdiction of any court of competent jurisdiction within the County of San Joaquin, State of California, and will comply with all, requirements necessary to give such court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in said code for service upon a person outside of the State of California.

7. The Brokerage Fee Schedule shall be two-tiered as follows:
 - a. First Tier – The City of Lodi shall pay the successful brokerage agency an amount not to exceed the actual or estimated cost of advertising and marketing a property. This tier applies to that portion of the property's sale price that is equal or less than the City-designated appraised property value.
 - b. Second Tier – The City of Lodi shall pay a maximum fee of six percent (6%) which shall be calculated based on that portion of the sale price exceeding the appraised value. And for the EUD property at 500 South Guild Avenue, the October 2006 appraised value of \$2.5 million shall be the basis.
8. The brokerage services shall be effective for an initial period of twelve (12) months from date of contract execution.
9. The brokerage services shall be extended in a yearly basis up to a period of two (2) years with the approval of the City Council.
10. From time-to-time, properties in addition to the 500 South Guild listing may be provided by the City to the successful brokerage firm for marketing, sale, and/or lease. These City-owned properties may include the following:
 - a. 1119-1120 Awani Drive (APN 04125038 & 04141001) 3.65 acres with appraised value of \$1.2 million
 - b. 217 East Lockeford (APN 04122002), 1.36 acres with appraised value of \$340 thousand
 - c. Century Blvd. Right-Of-Way, (West of Stockton Street) 3.06 acres with annual lease payment value of \$400 thousand

MAILING LIST

Michael Carouba
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Email: cbook@ccarey.com

Frank Allegre
4988 W. Highway 12
Lodi, CA 95242



POR. SEC. 7, T.3N. R.7E., M.D.B.&M.

- | | | | | | | | | |
|---|---|----|----|-----|----|-----|-----|------------------------|
| A | - | P. | M. | Bk. | 06 | Pg. | 123 | |
| B | - | R. | S. | Bk. | 28 | Pg. | 065 | |
| C | - | P. | M. | Bk. | 08 | Pg. | 012 | |
| D | - | P. | M. | Bk. | 12 | Pg. | 161 | |
| E | - | P. | M. | Bk. | 14 | Pg. | 153 | & Bk. 16 Pg. 022 |
| F | - | R. | S. | Bk. | 29 | Pg. | 140 | & P. M. Bk. 20 Pg. 052 |
| G | - | R. | S. | Bk. | 30 | Pg. | 083 | |
| H | - | P. | M. | Bk. | 16 | Pg. | 103 | & Bk. 17 Pg. 167 |
| I | - | R. | S. | Bk. | 31 | Pg. | 075 | |
| J | - | P. | M. | Bk. | 17 | Pg. | 152 | |
| K | - | P. | M. | Bk. | 20 | Pg. | 128 | |
| L | - | P. | M. | Bk. | 21 | Pg. | 014 | |
| M | - | R. | M. | Bk. | 21 | Pg. | 159 | |
| N | - | P. | M. | Bk. | 21 | Pg. | 189 | |
| O | - | P. | M. | Bk. | 22 | Pg. | 028 | |
| P | - | P. | M. | Bk. | 22 | Pg. | 067 | |
| Q | - | P. | M. | Bk. | 22 | Pg. | 135 | |
| R | - | P. | M. | Bk. | 23 | Pg. | 082 | |

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR.
02-03	69	71	73
03-04	77	79	82
04-05	83	85	
05-06	88		
06-07	90		

Assessor's Map Bk. 0
County of San Joaquin

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO ISSUE A REQUEST FOR
PROPOSAL FOR BROKERAGE SERVICES TO SELL THE
9.09-ACRE REAL ESTATE PROPERTY AT 500 SOUTH GUILD
AVENUE, LODI, CALIFORNIA UTILIZING A TWO-TIERED
BROKERAGE FEE STRUCTURE

=====

WHEREAS, the City-owned property located at 500 South Guild Avenue (APN 049-250-61) was recently identified as one of the City of Lodi's underutilized properties, consisting of approximately 9.09 acres; and

WHEREAS, staff recommends utilizing the services of a professional commercial brokerage firm in order to obtain qualified proposals in a timely manner; and

WHEREAS, the Request for Proposal will describe the brokerage services, fees, and general land use; and

WHEREAS, for purposes of minimizing the expense related to brokerage fees, a two-tiered brokerage fee structure is proposed; and

WHEREAS, within the first tier (property sales price is less than or equal to appraised value) the City is soliciting proposals where it would pay up to a limited fixed amount reflecting the actual/expected cost of advertisement and marketing incurred by the brokerage company; and

WHEREAS, for the second tier (sales price in excess of appraised value), the RFP indicates the City's willingness to pay a conventional fee of up to six percent (6%) of the sale price exceeding the appraised value. Bidders will be allowed to propose lower fees if desired; and

WHEREAS, although not encouraged, alternate proposals will be considered if deemed advantageous to the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to issue a Request for Proposal for Brokerage Services to sell the 9.09-acre real estate property located at 500 South Guild Avenue, Lodi, California; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the two-tiered brokerage fee structure as outlined above; and

BE IT FURTHER RESOLVED, although not encouraged, alternate proposals will be considered if deemed advantageous to the City.

Dated: August 15, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to enter into contract with Moore, Iacofano, & Goltsman Inc. (MIG) to prepare guidelines for Transit Oriented Development

MEETING DATE: August 15, 2007

PREPARED BY: Randy Hatch, Community Development Director

RECOMMENDED ACTION: Authorize City Manager to enter into contract with Moore, Iacofano, & Goltsman Inc. (MIG) to prepare guidelines for Transit Oriented Development (TOD) in the amount of \$84,435.

BACKGROUND INFORMATION: The City of Lodi received a Community Based Transportation Planning grant from the California Department of Transportation in the amount of \$75,000 with an in-kind contribution of \$9,250 and a fiscal contribution of \$9,500 from street funds and San Joaquin County Measure K Funds for a Transit Oriented Development Plan. This money has been awarded to the City of Lodi to perform a planning study to encourage Transit Oriented Development.

The objective of this project is to provide transit oriented design guidelines that will encourage development that enhances the Lodi community by providing mixed-use development within and next to the existing commercial areas adjacent to public transit in downtown Lodi. The mixture of housing, employment, retail and services will generate human traffic and activity throughout the day, making the area safer and increasing options for consumers and transit users. The City seeks to identify possible assets and opportunities, target constraints, and develop a vision for TOD and how it can shape downtown. Specific development opportunity sites will be identified. A package of detailed development standards and design guidelines will be prepared along with preliminary building prototypes for the selected opportunity sites. In response to this request, and as part of good management practices, the Community Development Department prepared and distributed a Request For Proposals (RFP) to qualified urban design consultants which was authorized by the City Council at its November 1, 2006 meeting.

ANALYSIS: The Community Development Department sent the Request for Proposals (RFP) to fourteen firms. Five firms responded with proposals. After reviewing the five proposals, it was determined that Moore, Iacofano, & Goltsman Inc. (MIG) is the most qualified firm to complete the design guideline. The five firms in order of qualifications are as follows:

1. MIG

Contract price - \$84,435

Project completion date – Complete final design guideline within 12 months.

2. Design, Community & Environment

APPROVED: _____
Blair King, City Manager

Contract price - \$83,452

Project completion date – Complete final design guideline within 12 months.

3. RRM Design Group

Contract price - \$83,700

Project completion date – Complete final design guideline within 9 months.

4. Carter Burgess

Contract price - \$83,455

Project completion date – Complete final design guideline within 12 months.

5. Lumos & Associates

Contract price - \$75,706

Project completion date – Complete final design guideline within 12 months.

Staff reviewed and analyzed all of the proposals and ranked them based on a 100-point system. The proposals were scored based on the consultants' budget, timeline, deliverables, relevant experience, recent and relevant working experience with the City, caliber of project team and their approach towards the completion of the final design guideline. Staff's recommendation to award the contract to MIG is based on their overall score of 90. Their scope and budget is attached. The list of consultants and their overall score are listed on the table below.

Grading Criteria	Budget	Timeline	Deliverables	Relevant Experience	Recent & Relevant working experience with City	Caliber of Project Team	Approach	TOTAL POSSIBLE
Possible Points	5	5	5	40	20	15	10	100
MIG	1	4	5	35	20	15	10	90
DCE	4	4	5	30	10	15	10	78
RRM	2	5	4	20	0	10	5	46
Carter Burgess	3	4	4	15	0	5	5	36
Lumos and Assoc	5	4	3	5	0	5	5	27

Budget – Consultants bid to complete the final design guidelines were expected to come in at the budgeted amount, based on the monies available to complete the work. Therefore the budget was not a major factor. Based on the Grant and matching funds, the City anticipates spending \$93,250 on the design guideline.

Timeline – The amount of time the consultants will take to complete the final design guideline. The City anticipated completing the process in approximately 12 months therefore, exceeding that expectation was a minor consideration.

Deliverables – The amount and quality of visual aide used in the final design guideline including but not limited to GIS files, computer and freehand generated renderings, conceptual designs, tables, charts, conceptual elevations, photos, etc.

Relevant Experience – Consultants experience and history with similar project in other cities. This was the most important factor because relevant experience in Transit Oriented Design will determine the consultant's ability to create guidelines that are appropriate and scalable for the area. Staff looked for examples of work not only by the firm but by the individuals named on the project team.

Recent & relevant working experience with the City of Lodi – Consultants prior experience working with the City on other projects as well as demonstrating their understanding of the City's strengths and weaknesses related to the creation of TOD Guidelines in the specified corridor, the Multi Modal Station, and the downtown. Having worked on other plans in the City similar in scope and content was given consideration in this evaluation.

Caliber of Project Team – Qualifications of consultant team and their sub-consultants was the focus of this evaluation. Staff considered education, relevant experience, longevity with firm, and strength of sub-consultants if any.

Approach – The degree to which the consultant's methodology is consistent with the City's direction in the Request for Proposal was the focus of this evaluation. Staff was looking for the consultant to do independent research in addition to reviewing the RFP in an effort to craft the most appropriate approach for this project.

FISCAL IMPACT:

The City was approved by the California Dept. of Transportation for a grant in the amount of \$75,000 with an in-kind contribution of \$9,250 and a fiscal contribution of \$9,500 from street funds and San Joaquin County Measure K Funds. It is staff's intent that the in-kind match be staff time and overhead with minimal cash contributions toward this project. The minimal cash contributions toward this project above the \$75,000 grant, includes food for working lunches and community workshops. Any anticipated improvements suggested by this document will be subject to consideration and funding at a future time.

FUNDING AVAILABLE:

Funding for the design guideline is provided by a transportation planning grant from the California Department of Transportation in the amount of \$75,000 with an in kind contribution of \$9,250 and a fiscal contribution of \$9,500 from street funds and San Joaquin County Measure K Funds.

Kirk Evans, Budget Manager

Randy Hatch
Community Development Director

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of **DATE**, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MOORE IACOFANO GOLTSMAN, INC., a California corporation (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God,

etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless otherwise agreed to by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

ARTICLE 3

COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of Fee Proposal, attached hereto as a Exhibit B and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the active negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or employee of CITY shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810, et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement

without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
Randy Hatch, Community Development Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: Moore Iacofano Goltsman, Inc.
800 Hearst Avenue
Berkeley, CA 94710

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal relevant to the Scope of Services.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for the convenience of the parties hereto only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or

completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

CONSULTANT

MOORE IACOFANO GOLTSMAN, INC.
A California corporation

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
Its: _____

Scope of Services for the Downtown Lodi Transit Oriented Development Design Guideline Project

Revised 8/10/07

A transit-oriented environment **supports a range of transit modes**, including rail, buses, bicycles, private vehicles and pedestrians. Downtown Lodi benefits from an existing public transportation system that includes Amtrak, Altamont Commuter Express, the Grapeline bus, and other systems with convenient access to nearby destinations. Existing buildings Downtown and future projects can maximize this benefit by focusing on commuter, worker, and resident experience, creating a **well-designed public and built realm** and concentrating uses to **create a positive and attractive setting**.

Known as transit oriented development (TOD), this approach to community building is characterized by **compact, walkable, pedestrian-oriented development**. MIG is please to submit this scope of work to collaborate with members of the Lodi community and City staff to develop **recommendations and guidelines** to improve development character, the streetscape environment, and circulation within the project area. The following pages outline MIG's scope of work for this community design process.

Phase I: Inventory and Analysis of Existing Conditions

TASK 1: Staff Meeting #1: Project Kick-Off

MIG will meet with the City of Lodi staff to initiate the project, define project objectives, refine deliverables and the project schedule, and photo-document the project area. MIG and City staff will also identify a roster, meeting schedule and operating protocols for the project Steering Committee.

TASK 2: Site Analysis and Data Review

City staff will provide planning and policy documents relevant to the project area to MIG. MIG will review in order to understand the project context and history. City staff will produce base mapping of the project area incorporating the following layers of data:

- Political boundaries;
- Neighborhood boundaries;
- Parcels;
- Existing land uses;
- General Plan land use classifications and zoning designations;
- Water features;
- Parks and open spaces;
- Other public facilities;
- Building footprints;
- Building heights;
- Street centerlines; and
- Transit routes and stops.

City staff will perform this task with direction from MIG.

TASK 3: Economic Overview

In order to understand the economic fundamentals and foundation for the project area, EPS will conduct an overview level analysis of major economic factors. City staff will provide key documents related to the vitality and economic development of Downtown, including Downtown guidelines, surveys and other relevant material. This task also includes one focus group session (either in person or via conference call, organized by City staff) with staff, real estate brokers, developers and other stakeholders who can provide ground-truthing of area economics.

TASK 4: Existing Conditions Map Book

City staff will use data collected and reviewed in Task 3 to create a full-color 8.5" x 11" map book. Maps will graphically represent analysis of the project area and be accompanied by bulleted annotation describing key findings. The map book will be sent to MIG as one proof copy, a digital print-ready PDF and one native Illustrator file with all the existing conditions layers. Map book will include up to 15 maps, which may consist of:

- Regional Context;
- Sub-Regional Context;
- Project Area;
- Circulation;
- Transit Routes and Stops;
- Land Use;
- Public Facilities and Amenities;
- Environmental Resources;
- Pedestrian Environment;
- Vacant and Underutilized Parcels;
- Character-Defining Elements and Districts; and
- Parcel and Building Figure Grounds.

City staff will perform this task with direction from MIG.

TASK 5: Steering Committee Meeting #1 and Walking Tour

MIG will facilitate an initial Steering Committee meeting to discuss the key issues, opportunities and challenges affecting transit-oriented development in Lodi. MIG will lead a walking tour of the project area with staff and Committee members in order to observe and document current conditions. The map book prepared in Task 4 will be used as a guidebook for the tour.

TASK 6: Walking Tour Summary Memo

Following Steering Committee Meeting #1 and the walking tour, a brief written summary of conditions identified during the tour, initial assets and issues identified by staff and Steering Committee members, and updated maps will be prepared. *City staff will perform this task.*

Phase II: Vision, Assets, Opportunities and Constraints**TASK 7: Community Workshop: Define a Shared Vision**

MIG will work with City staff to plan, conduct and document an open Community Workshop. The focus of this meeting will be to identify assets, opportunities, constraints, and a shared vision for how transit oriented development can shape Downtown Lodi. The workshop can be held on a Saturday morning or in on a weeknight and should be scheduled for approximately three hours. City staff will be responsible for logistics regarding meeting location and refreshments.

Prior to the workshop, MIG will assist staff to develop an outreach strategy. MIG will design one flyer/invitation for the workshop, and City staff will be responsible for reproduction and distribution.

Based on the existing conditions assessment, MIG staff will develop a PowerPoint presentation and a series of maps and sketches to illustrate current conditions, and emerging issues and opportunities as materials for the workshop. Three MIG staff people will facilitate and graphically record the workshop.

TASK 8: Workshop Summary Memo

MIG will prepare a summary memo of Community Workshop #1, including a summary of oral comments, written comments and photo reductions of the wallgraphics. One draft copy of the report (in

Microsoft Word) will be submitted to staff for review, and one final copy of the report will be submitted for reproduction and distribution.

TASK 9: Staff Conference Call #1: Review Emerging Vision Statement and Design Principles

MIG will participate in a conference call with the City of Lodi staff to review key findings from the Community Workshop and identify key messages to include in the Vision Statement and Design Principles Memo. MIG and City staff will also identify potential sites for development opportunities and criteria with which to evaluate the sites.

TASK 10: Steering Committee Meeting #2: Review and Refine Vision Statement, Design Principles and Development Opportunities

City staff will facilitate a Steering Committee meeting to discuss and finalize the Vision Statement and Design Principles. The meeting will discuss potential development opportunity sites (identified in Task 9) and narrow the list to four key opportunity sites. *City staff will perform this task.*

TASK 11: Vision Statement, Design Principles and Development Opportunities Memo

MIG will prepare a memo that documents the final Vision Statement, Design Principles and Development Opportunity sites in the project area. One draft copy of the report (in Microsoft Word) will be submitted to staff for review, and one final copy of the report (as a PDF) will be submitted for reproduction and distribution.

Phase III: Plan Elements and Design Standards

TASK 12: Preliminary Design Concepts and Standards

Based on the existing conditions assessment, Vision Statement and Design Principles, MIG will develop preliminary design concepts and standards that will be used as tools to initiate discussion and feedback at upcoming staff and steering committee meetings.

Design concepts will highlight alternative configurations, uses, and circulation patterns that cover the entire project area. Concepts will also include preliminary alternative building prototypes for the four opportunity sites identified in Phase II. Standards will address topics such as building height, massing, setbacks, parking, landscaping, orientation, and materials.

TASK 13: Staff Meeting #2: Review Preliminary Design Concepts and Standards

Staff and MIG will review preliminary design concepts and standards, materials for presentation, and priorities for visualization.

TASK 14: Examination of Site Feasibility

EPS will review the preliminary design concepts and standards, evaluating their viability from the standpoint of overall market potential and development on specific sites. This task will provide a “reality check” for the potential development and growth of the area.

TASK 15: Visualization Tools

MIG will develop a set of visualization tools to illustrate the design concepts and standards. The exact techniques and areas will be defined with staff during Task 13, but the scope assumes:

- A color conceptual site plan for each opportunity site (up to four);
- A photo simulation of existing and proposed conditions at a key location; and
- Street sections, building elevations, and other illustrations needed to demonstrate the concepts.

TASK 16: Steering Committee Meeting #3: Review and Refine Design Concepts and Standards

MIG will facilitate a Steering Committee meeting to review and refine the Design Concepts and Standards. MIG will lead a discussion to review the concepts using the visualization tools prepare in Task 14.

TASK 17: Refined Design Concepts and Standards

Building upon the ideas and input from staff and Steering Committee feedback, MIG will refine the design concepts and standards, as well as the associated visualization tools.

Phase IV: Design Guideline Documentation and Adoption**TASK 18: Administrative Draft Design Guideline Package**

Integrating the input from the community, staff and Steering Committee, MIG will compile an administrative draft Design Guideline package that includes text, tables, and illustrations.

The Design Guideline package will address the existing conditions, vision, design principles, and recommendations regarding land use, development character and transportation and streetscape improvements for the project area. The plan will address issues of overall image and identity (including historic character), the pedestrian environment, appropriate infrastructure improvements, accessibility and security, and circulation.

The package will also provide detailed development standards and design guidelines for building and streetscape design. These standards will be illustrated to provide clear examples of appropriate development.

MIG will provide County staff with a digital file of the package as a PDF. However the graphic formatting of this draft will not be finalized until after staff reviews the content of the Administrative Draft.

TASK 19: Staff Conference Call #2: Review Administrative Draft

MIG will participate in a conference call with City staff to review the administrative draft comments. Staff will present consolidated edits to MIG for incorporation in the draft package.

TASK 20: Draft Design Guideline Package

Upon receipt of City staff's consolidated list of text and graphic edits, MIG will revise the Administrative Draft documents to reflect staff's input.

MIG will prepare a fully formatted, graphically rich and user friendly draft Design Guideline package for Steering Committee and public review.

TASK 21: Planning Commission Hearing

City staff will present the key Design Guideline elements and standards of the draft package to the Planning Commission. Members of the public should be encouraged to attend this presentation to provide comments before the package is finalized. Following the meeting, City staff will prepare a memo summarizing any edits the Planning Commission suggests as conditions of their recommendation.

City staff will perform this task.

TASK 22: City Council Hearing

MIG will present the key Design Guideline elements and standards of the draft package to the City Council. Members of the public should be encouraged to attend this presentation to provide comments before the package is finalized.

TASK 23: Final Design Guideline Package

Upon receipt of staff's consolidated list of text and graphic edits (which incorporate comments and conditions from the Steering Committee, the Planning Commission, and City Council), MIG will revise the draft to prepare the final Design Guideline package.

MIG will deliver five bound copies, one master reproducible copy, and a digital print file of the final package.

TASK 24: Ongoing Project Management

MIG will regularly consult with City staff in order to oversee workflow, review deliverables, prepare for project meetings, and manage budget expenditures to meet project objectives.

PRELIMINARY COST PROPOSAL



Downtown Lodi Transit-Oriented Development Design Guideline Project

Estimated Budget 8-9-07

		C. Beynon, Principal-in-Charge		A. Mei, Project Manager		M. Malhotra, Senior Urban Designer		Project Associate		Project Assistant		MIG Time Totals		EPS	TASK Subtotals
Staff person: Labor Rates:		Hours @	\$160	Hours @	\$85	Hours @	\$140	Hours @	\$85	Hours @	\$75				
Phase I: Inventory and Analysis of Existing Conditions															\$14,040
1	Staff Meeting #1: Project Kick-Off	4	\$640	8	\$680	8	\$1,120		\$0	4	\$300	24	\$2,740		
2	Site Analysis and Data Review	2	\$320	16	\$1,360	2	\$280	4	\$340		\$0	24	\$2,300		
3	Economic Overview	0	\$0	1	\$85					1	\$75	2	\$160	\$2,500	
4	Existing Conditions Map Book	2	\$320	8	\$680	2	\$280	4	\$340		\$0	16	\$1,620		
5	Steering Committee Meeting #1 and Walking Tour	6	\$960	8	\$680	8	\$1,120	16	\$1,360	8	\$600	46	\$4,720		
6	Walking Tour Summary Memo (City Staff task)	0	\$0	0	\$0		\$0	0	\$0		\$0	0	\$0		
Phase II: Vision, Assets, Opportunities and Constraints															\$9,175
7	Community Workshop: Define a Shared Vision	10	\$1,600	12	\$1,020		\$0	24	\$2,040	8	\$600	54	\$5,260		
8	Workshop Summary Memo	1	\$160	4	\$340		\$0	16	\$1,360	4	\$300	25	\$2,160		
9	Staff Conference Call #1: Review Emerging Vision Statement and Design Principles	2	\$320	3	\$255		\$0		\$0	0	\$0	5	\$575		
10	Steering Committee Meeting #2: Review and Refine Vision Statement, Design Principles and Development Opportunities (City Staff Task)	0	\$0	0	\$0		\$0	0	\$0	0	\$0	0	\$0		
11	Vision Statement, Design Principles and Development Opportunities Memo	1	\$160	4	\$340		\$0	8	\$680		\$0	13	\$1,180		
Phase III: Plan Elements and Design Standards															\$29,800
12	Preliminary Design Concepts and Standards	6	\$960	16	\$1,360	4	\$560	32	\$2,720		\$0	58	\$5,600		
13	Staff Meeting #2: Review Preliminary Design Concepts and Standards	4	\$640	8	\$680		\$0		\$0	4	\$300	16	\$1,620		
14	Examination of Site Feasibility	1	\$160	1	\$85								\$245	\$7,500	
15	Visualization Tools	4	\$640	8	\$680	4	\$560	75	\$6,375		\$0	91	\$8,255		
16	Steering Committee Meeting #3: Review and Refine Design	4	\$640	8	\$680		\$0	16	\$1,360	4	\$300	32	\$2,980		
17	Refined Design Concepts and Standards	2	\$320	8	\$680	4	\$560	24	\$2,040		\$0	38	\$3,600		
Phase IV: Design Guideline Documentation and Adoption															\$22,920
18	Administrative Draft Design Guideline Package	12	\$1,920	24	\$2,040	4	\$560	40	\$3,400		\$0	80	\$7,920		
19	Staff Conference Call #2: Review Administrative Draft	2	\$320	3	\$255		\$0		\$0		\$0	5	\$575		
20	Draft Design Guidelines Package	8	\$1,280	16	\$1,360	2	\$280	40	\$3,400		\$0	66	\$6,320		
21	Planning Commission Hearing (City Staff Task)	0	\$0	0	\$0		\$0		\$0	0	\$0	0	\$0		
22	City Council Hearing	4	\$640	6	\$510		\$0		\$0	1	\$75	11	\$1,225		
23	Final Design Guideline Project	2	\$320	8	\$680	2	\$280	16	\$1,360		\$0	28	\$2,640		
24	Ongoing Project Management	10	\$1,600	24	\$2,040		\$0		\$0	8	\$600	42	\$4,240		
MIG TOTAL		87	\$13,920	194	\$16,490	40	\$5,600	315	\$26,775	42	\$3,150	676	\$65,935		
EPS TOTAL														\$10,000	
DIRECT COSTS TOTAL															\$8,500
TOTAL ESTIMATED COSTS															\$84,435

Note: Additional services will be billed on a time and materials basis.

MIG will undertake no additional work without prior consent of the Client.

Direct costs include mileage associated with travel to meetings; hotels; delivery charges and mailings; large-scale color and b/w plots; wallgraphic reductions; meeting/graphic supplies; and phone.

* Rounded to the nearest dollar

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A CONTRACT WITH MOORE IACOFANO
GOLTSMAN, INC. (MIG) TO PREPARE GUIDELINES FOR TRANSIT
ORIENTED DEVELOPMENT

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WHEREAS, the City is desirous to promote Transit Oriented Development (TOD) around the multi-modal transit station; and

WHEREAS, the City received a Community Based Transportation Planning grant from the California Department of Transportation in the amount of \$75,000 with an in-kind contribution of \$9,250 and a fiscal contribution of \$9,500; and

WHEREAS, the City's Community Development Department sent a Request for Proposals (RFP) to fourteen planning firms and received five proposals, as shown below:

Lumos & Associates	\$75,706
Design, Community & Environment	\$83,452
Carter Burgess	\$83,455
RRM Design Group	\$83,700
Moore Iacofano Goltsman, Inc.,	\$84,435

WHEREAS, the proposals were reviewed and ranked by staff based on a 100-point system; and

WHEREAS, the proposals were scored based on the consultants' budget, timeline, deliverables, relevant experience, recent and relevant working experience with the City, caliber of project team and their approach towards the completion of the final design guideline; and

WHEREAS, based on MIG's overall score and being most responsive to the City evaluation criteria, staff recommends awarding the contract to Moore Iacofano Goltsman, Inc., in an amount not to exceed \$84,435.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute a contract with Moore Iacofano Goltsman, Inc., to prepare guidelines for Transit Oriented Development, in an amount not to exceed \$84,435; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to allocate \$9,500 from street funds and San Joaquin County Measure K funds for this project.

Dated: August 15, 2007

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I hereby certify that Resolution No. 2007-_____ was passed and adopted by the Lodi City Council in a regular meeting held August 15, 2007, by the following vote:

AYES:	COUNCIL MEMBERS –
NOES:	COUNCIL MEMBERS –
ABSENT:	COUNCIL MEMBERS –
ABSTAIN:	COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$140,263.96).

MEETING DATE: August 15, 2007 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: That the City Council approve for payment expenses incurred by outside Counsel/Consultants related to the Environmental Abatement Litigation in the total amount of \$140,263.96.

BACKGROUND INFORMATION: Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn and Miscellaneous Invoices for services incurred relative to the Environmental Abatement Program litigation that are currently outstanding and need to be considered for payment.

Folger Levin & Kahn - Invoices Distribution				Water Acct.
Matter No.	Invoice No.	Date	Description	Amount
8002	103186	Jun-07	People v M&P Investments	6,559.19
8003	103187	Jun-07	Hartford Insurance Coverage Litigation	158,876.10
			Contingency Fee Amount Savings	(100,738.00)
			Credit for June Client Charges for overpayment of Costs on Inv.#102108	(8,138.10)
8008	103188	Jun-07	City of Lodi v. Envision Law Group	72,462.81
	14648	Feb-Apr-07	PES Environmental, Inc.(Keith Obrien)	3,386.00
Total				\$132,408.00

MISCELLANEOUS			Water Account
Invoice No.	Date	Description	Amount
875201	7/26/2007	Harry A. Cannon	2,020.80
875401	7/27/2007	Harry A. Cannon	1,896.85
1315518-100	6/29/2007	JAMS Mediation Services	1,644.66
CA14489	7/18/2007	Veritext Orange County Reporting Co.	1,001.30
CA14507	7/18/2007	Veritext Orange County Reporting Co.	1,292.35
			\$7,855.96

FISCAL IMPACT: All environmental litigation expenses will be paid out of the Water Fund.

FUNDING AVAILABLE: Water Fund \$140,263.96

Approved: _____
Kirk Evans, Budget Manager

Approved: _____
Stephen Schwabauer, City Attorney

APPROVED: _____
Blair King, City Manager